



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

साप्ताहिक

WEEKLY

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सं. 42]	नई दिल्ली, अक्टूबर 13—अक्टूबर 19, 2019, शनिवार/आश्विन 21—आश्विन 27, 1941
No. 42]	NEW DELHI, OCTOBER 13—OCTOBER 19, 2019, SATURDAY/ASVINA 21—ASVINA 27, 1941

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

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भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

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भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

**कार्मिक, लोक शिकायत और पेंशन मंत्रालय**

**(कार्मिक और प्रशिक्षण विभाग)**

नई दिल्ली, 9 अक्टूबर, 2019

**का.आ. 1830.**—केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, दिल्ली विशेष पुलिस स्थापना (केंद्रीय अन्वेषण ब्यूरो) द्वारा रांची, झारखंड में विशेष न्यायालयों (केंद्रीय अन्वेषण ब्यूरो के वाद) और उक्त वादों से उदभूत अपील, पुनरीक्षण और अन्य मामलों के लिए श्री रवि शंकर, अधिवक्ता को वाद सं. आरसी 9 (एस), 10(एस) और 11(एस)/2015/सीबीआई/एससी.1/नई दिल्ली के लिए राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए या इन वादों के निपटान या अगला आदेश होने तक, इनमें से जो भी पूर्वतर हो, विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/05/2019-एवीडी-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**

**(Department of Personnel and Training )**

New Delhi, the 9th October, 2019

**S.O. 1830.**—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Ravi Shankar, Advocate as Special Public Prosecutor for conducting prosecution of case numbers RC 9(S), 10(S) and 11(S)/2015/CBI/SC.I/New Delhi instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the Special Courts (Central Bureau of Investigation cases) at Ranchi, Jharkhand and appeals, revisions and other matters arising out of the said cases, for a period of three years from the date of publication of this notification in the official gazette or disposal of the cases or till further orders, whichever is earlier.

[F. No. 225/05/2019-AVD-II]

S. P. R. TRIPATHI, Under Secy.

नई दिल्ली, 16 अक्टूबर, 2019

**का. आ. 1831.**—केन्द्र सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 5 की उपधारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य सरकार, गृह विभाग (अपराध) की अधिसूचना सं. ई-एचडी 08 पीसीआर 2019, बंगलुरु दिनांक 17.09.2019 के माध्यम से प्राप्त सहमति से, आई मॉनिटरी एडवायसरी (आईएमए), बंगलुरु तथा उसके समूह इकाइयों द्वारा किए गए वित्तीय अनियमितताओं के लिए कर्नाटक निवेशकों के हितों का संरक्षण वित्तीय स्थापना अधिनियम, 2004 (2005 के कर्नाटक अधिनियम सं. 30) के अधीन दंडनीय अपराध तथा उपर्युक्त एक या अधिक अपराधों के संबंध में किए गए दुष्प्रयासों, दुष्प्रेरणाओं और षड्यंत्रों तथा उसी संव्यवहार में किए गए अथवा उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध या अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त कर्नाटक राज्य में करती है।

[फा. सं. 228/23/2019-एवीडी-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

New Delhi, the 16th October, 2019

**S.O. 1831.**—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka, Home Department (Crimes) issued vide Notification No. E-HD 08 PCR 2019, Bengaluru dated 17.9.2019 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in whole State of Karnataka to investigate the financial irregularities of I Monetary Advisory (IMA), Bengaluru and its group entities for offences punishable under Karnataka Protection of Interest of Depositors Financial Establishments Act, 2004, (Karnataka Act No. 30 of 2005) and attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence(s) committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/23/2019 –AVD-II]

S. P. R. TRIPATHI, Under Secy.

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**कोयला मंत्रालय**

नई दिल्ली, 15 अक्टूबर, 2019

**का.आ.1832.**—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 2483, तारीख 16 अक्टूबर, 2017, जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii),

तारीख 21 अक्टूबर, 2017 में प्रकाशित की गई थी, द्वारा उससे संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र में 4221.5569 एकड़ (लगभग) या 1708.4061 हेक्टेयर (लगभग) माप वाली भूमि में कोयले का पूर्वक्षेपण करने के अपने आशय की सूचना दी थी;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए 21 अक्टूबर, 2019 से प्रारंभ होने वाली एक वर्ष की और अवधि को, ऐसी अवधि के रूप में विनिर्दिष्ट करती है जिसके भीतर केन्द्रीय सरकार, उक्त अधिनियम की धारा 4 की उप-धारा (1) के अधीन कोयले का पूर्वक्षेपण करने के लिए दी गई ऐसी सूचना के संबंध में, उक्त भूमि को या ऐसी भूमि में अथवा उस पर के किसी अधिकार का अर्जन करने के आशय की सूचना दे सकेगी।

### अनुसूची

आंध्र प्रदेश पावर जनरेशन कारपोरेशन लिमिटेड

सरापल- नौपारहा कोयला ब्लॉक

जिला अंगुल तथा जिला देवगढ़, ओडिशा

(रेखांक संख्या एपीजी / एसएनसीबी / 4(1) एन/ सीओएमबी/ प्लान / 2017/17, तारीख 01 सितम्बर, 2017)

क्र.सं.	ग्रामों का नाम	थाना	थाना संख्या	जिला	भूमि का प्रकार हेक्टेयर में			कुल हेक्टेयर में	टिप्पणियां
					(6)				
					अभिधृति	वन	गैर-वन सरकारी		
(1)	(2)	(3)	(4)	(5)				(7)	(8)
1.	तेवूदू	छेंदीपाडा	33	अंगुल	61.9340	9.5810	9.0410	80.5560	भाग
2.	तेवूदू जंगल	छेंदीपाडा	30	अंगुल	1.3460	0.0425	0.7540	2.1425	भाग
3.	भालूखाईधीप	छेंदीपाडा	29	अंगुल	260.0230	23.8870	82.9270	366.8370	भाग
4.	पाटकमुन्डा जंगल	छेंदीपाडा	27	अंगुल	66.2480	1.56100	5.2100	73.0190	भाग
5.	बाघुवाबोल	छेंदीपाडा	26	अंगुल	107.0960	5.1280	28.6590	140.8830	भाग
6.	नौपारहा	कुंदईगोला	94	देवगढ़	105.0165	9.2584	99.1121	213.3870	भाग
7.	कुसुमपाल	कुंदईगोला	95	देवगढ़	3.5527	1.8668	1.6589	7.0784	भाग
8.	औली	कुंदईगोला	93	देवगढ़	130.1956	52.1885	253.5010	435.8851	भाग
9.	रायबंधा	कुंदईगोला	92	देवगढ़	0.3040	0.4860	0.3196	1.1096	भाग
10.	खैराबेरनी	छेंदीपाडा	18	अंगुल	45.2460	38.7470	26.0405	110.0335	भाग
11.	रायपाल	छेंदीपाडा	19	अंगुल	16.7350	1.9120	36.8035	55.4505	भाग
12.	खामरा जंगल	छेंदीपाडा	22	अंगुल	2.4615	0.2240	22.2455	24.9310	भाग

क्र.सं.	ग्रामों का नाम	थाना	थाना संख्या	जिला	भूमि का प्रकार हेक्टेयर में			कुल हेक्टेयर में	टिप्पणियां
					(6)				
					अभिधृति	वन	गैर-वन सरकारी		
(1)	(2)	(3)	(4)	(5)				(7)	(8)
13.	सरापाल	छेंदीपाडा	25	अंगुल	1.1970	5.0390	35.8900	42.1260	भाग
14.	पाटकमुंडा	छेंदीपाडा	28	अंगुल	47.8145	0.0000	20.5555	68.3700	भाग
15.	तंगिरी	छेंदीपाडा	35	अंगुल	0.6570	0.4260	30.7660	31.8490	भाग
16.	धनगुरुमुंडा	छेंदीपाडा	34	अंगुल	35.0780	0.0585	19.6120	54.7485	भाग
कुल:					884.9048	150.4057	673.0956	1708.4061	
कुल: 1708.4061 हेक्टेयर (लगभग) या 4221.5569 एकड़ (लगभग)									

अधिसूचित किए जाने वाले प्लॉट:

(1) ग्राम: - तेबूदू -प्लॉट संख्या :

1 से 32,33(भाग), 34 से 569, 570(भाग), 571, 572, 573(भाग), 574(भाग), 578(भाग), 579(भाग), 593(भाग), 594 (भाग) , 601(भाग), 602(भाग), 603(भाग), 604, 605(भाग), 606 से 612, 613(भाग), 614(भाग), 615, 616(भाग), 617 (भाग), 628(भाग), 631(भाग), 632(भाग), 635(भाग), 636 से 649, 650(भाग), 651 से 668, 669(भाग), 670, 671(भाग), 672(भाग), 675(भाग), 682(भाग), 691(भाग), 692 से 716, 717(भाग), 718 से 729, 730(भाग), 731(भाग), 732(भाग), 733 (भाग), 734(भाग), 746(भाग), 747, 748(भाग), 749(भाग), 750, 751, 752(भाग), 753, 754,755(भाग),756 से 763, 764 (भाग), 765(भाग), 766(भाग), 776(भाग), 797(भाग), 798(भाग), 799(भाग), 800(भाग), 802(भाग), 803(भाग), 806(भाग), 807(भाग),808(भाग), 824(भाग), 825 से 830, 831(भाग), 832 से 841, 842(भाग), 845(भाग), 846, 847(भाग), 848(भाग), 849 (भाग), 3899, 3908, 3928, 3929, 3909, 3920 और 3921.

(2) ग्राम: - तेबूदू जंगल - प्लॉट संख्या:

199(भाग), 200(भाग), 201, 202(भाग), 203(भाग), 204(भाग), 205, 206(भाग), 207, 208, 209, 210, 218(भाग), 219(भाग), 221(भाग), 222(भाग), 223(भाग), 224(भाग) और 283(भाग).

(3) ग्राम: - भालूखाईधीप- प्लॉट संख्या:

45 (भाग), 46, से 103, 104(भाग), 107(भाग), 108(भाग), 111(भाग), 112(भाग), 113(भाग), 117(भाग), 133(भाग), 140(भाग), 141(भाग), 142, 143(भाग), 144, 145(भाग), 146 से 177, 178(भाग), 179, 180, 181(भाग), 183(भाग), 184, 185, 186, 187(भाग), 190(भाग), 191(भाग), 192 से 463, 464(भाग), 465(भाग), 466(भाग), 467(भाग), 468 से 475, 476(भाग), 477 से 514, 515(भाग), 516(भाग),

519(भाग), 520 से 5400, 5402 से 5448, 5450 से 5478, 5480 से 5486, 5488 से 5494, 5496, 5498 से 5502, 5505 से 5511, 5513 से 5530, 5533 से 5539.

(4) ग्राम: - पाटकमुंडा जंगल - प्लॉट संख्या:

268(भाग), 269(भाग), 270 से 273, 274(भाग), 275 से 277, 279 से 348, 349(भाग), 350(भाग), 354(भाग), 355(भाग), 356(भाग), 358(भाग), 359, 360(भाग), 361 से 366, 367(भाग), 368 से 411, 412(भाग), 413(भाग), 414(भाग), 415(भाग), 416 से 428, 429(भाग), 430(भाग), 431(भाग), 432(भाग), 438(भाग), 462, 712(भाग), 713(भाग), 715(भाग), 716(भाग), 717 से 726, 728(भाग), 729(भाग), 737(भाग), 738(भाग), 739, 740(भाग), 741, 745(भाग), 746 से 750, 751(भाग), 752(भाग), 753(भाग), 754 से 799, 801 से 839, 841 से 891, 893 से 987, 989, 990, 994 से 1008, 1010 से 1017, 1020 से 1077, 1080 से 1090, 1092 से 1299, 1300(भाग), 1301 से 1951, 1954 से 1956, 1959, 1960, 1964 से 1968, 1970 से 1977, 1979, 1981 से 1988.

(5) ग्राम: - बाघुवाबोल- प्लॉट संख्या:

86(भाग), 93(भाग), 94(भाग), 98(भाग), 99, 100, 101(भाग), 102(भाग), 103(भाग), 104 से 147, 148(भाग), 152(भाग), 153 से 159, 160(भाग), 161(भाग), 267(भाग), 268(भाग), 269(भाग), 270(भाग), 273(भाग), 274(भाग), 275 से 278, 279(भाग), 307(भाग), 531(भाग), 535(भाग), 536(भाग), 537 से 544, 545(भाग), 546 से 567, 568(भाग), 579(भाग), 580 से 582, 583(भाग), 585(भाग), 586(भाग), 722(भाग), 723(भाग), 724(भाग), 725(भाग), 726(भाग), 727 से 733, 734(भाग), 736(भाग), 739(भाग), 740(भाग), 741(भाग), 742 से 744, 745(भाग), 746(भाग), 747(भाग), 748 से 822, 823(भाग), 824 से 859, 860(भाग), 861 से 869, 870(भाग), 871(भाग), 872(भाग), 873(भाग), 874, 875, 876(भाग), 877(भाग), 878(भाग), 881(भाग), 882 से 1039, 1041 से 1277, 1279 से 1935, 1937 से 1947, 1948(भाग), 1949 से 1951, 1955 से 1961, 1963 से 1967, 1968(भाग), 1969, 1971 से 1975, 1993 से 2025, 2027 से 2053, 2055, 2057, 2058, 2060 से 2066, 2069 से 2072, 2076 से 2113, 2104(भाग), 2105 से 2114, 2116 से 2130, 2132, 2134 से 2143, 2154 से 2166, 2169, 2186 से 2188, 2190 से 2225, 2231, 2236 से 2294, 2296, 2298 से 2301, 2305, 2308, 2314 से 2316, 2319, 2320, 2322, 2324 से 2326, 2329 से 2341, 2346 से 2350, 2353, और 2358.

(6) ग्राम: नौपारहा -प्लॉट संख्या:

53(भाग), 58(भाग), 59(भाग), 60, 61(भाग), 62 से 95, 96(भाग), 102(भाग), 103, 104(भाग), 105 से 115, 116(भाग), 117 से 123, 124(भाग), 125 से 663, 665 से 770, 772 से 2470, 2474 से 2481, 2482(भाग), 2483, 2484, 2485(भाग), 2486 से 2623, 2625(भाग), 2626 से 2629, 2631 से 2657, 2659 से 2662, 2664 से 2669, 2671 से 2675, 2678, 2679, 2682 से 2685, 2687, 2688, 2693 से 2699, 2701, 2704 से 2708, 2710 से 2712, 2715, 2716, 2718, 2720 से 2731, 2738, 2739, 2744 से 2752, 2754 से 2756, 2758 से 2762, 2764 से 2784, 2786 से 2794, 2796, 2799, 2800, 2802, 2803, 2810 से 2814 और 2817.

(7) ग्राम: - कुसुमपाल- प्लॉट संख्या:

484(भाग), 621(भाग), 622(भाग), 624(भाग), 626, 627(भाग), 628 से 632, 633(भाग), 634(भाग), 639(भाग), 654(भाग), 655(भाग), 656(भाग), 657(भाग), 659(भाग), 660(भाग), 661 से 663, 664(भाग), 665, 666, 667(भाग), 668 से 685, 694 और 861.

(8) ग्राम: - औली - प्लॉट संख्या:

215(भाग), 216(भाग), 217(भाग), 218, 219(भाग), 220 से 237, 238(भाग), 241(भाग), 317(भाग), 374(भाग), 407(भाग), 412(भाग), 413(भाग), 414(भाग), 415(भाग), 416(भाग), 417(भाग), 418 से 442, 443(भाग), 444 से 452, 453(भाग), 454 से 600, 601(भाग), 610(भाग), 611 से 638, 640 से 727, 729 से 1735, 1737 से 2107, 2110 से 2208, 2212 से 2218, 2222 से 2225, 2266, 2267, 2274(भाग), 2275 से 2284, 2286 से 2330, 2332 से 2430, 2432 से 2437, 2441 से 2450, 2453(भाग), 2454, 2455, 2468 से 2494, 2998, 2999, 3011 से 3014, 3017, 3018, 3024, 3027, 3030, 3033 से 3037, 3042 से 3048, 3050 से 3053, 3095 से 3101, 3105, 3109 से 3112, 3114 से 3116, 3119, 3125, 3126, 3131, 3148, 3153 से 3157, 3165, 3166, 3189, 3190, 3195, 3196, 3203, 3204, 3212, 3214 से 3219, 3221, 3223, 3226 से 3228, 3234 से 3238, 3240 और 3242.

(9) ग्राम: - रायबंदा - प्लॉट संख्या:

221(भाग), 222(भाग), 223 से 225 और 250(भाग).

(10) ग्राम: - खैराबेस्ती- प्लॉट संख्या:

28(भाग), 37(भाग), 38(भाग), 39(भाग), 43(भाग), 44(भाग), 45(भाग), 46 से 50, 51(भाग), 52(भाग), 54(भाग), 55 से 124, 125(भाग), 126(भाग), 127(भाग), 128(भाग), 129(भाग), 133(भाग), 135(भाग), 159(भाग), 161(भाग), 162 से 377, 380 से 735, 736(भाग), 737(भाग), 738(भाग), 760(भाग), 907(भाग), 908(भाग), 910(भाग), 911(भाग), 930(भाग), 2489, 2490, 2494, 2496 से 2499, 2500(भाग), 2501(भाग), 2509, 2516 से 2519, 2527, 2530, 2532 से 2540, 2543 से 2545, 2552, 2554, 2565 से 2567, 2581 से 2588, 2590 से 2592, 2595, 2596, 2601, 2604, 2605, 2607, 2608, 2613 और 2621.

(11) ग्राम: रायपाल- प्लॉट संख्या:

1 से 65, 70 से 73, 75 से 673, 905(भाग), 906(भाग), 907, 908(भाग), 922(भाग), 923 से 934, 931(भाग), 932(भाग), 933(भाग), 934, 936(भाग), 937(भाग), 938(भाग), 939(भाग), 940(भाग), 1738(भाग), 1739 से 1745, 1746(भाग), 1750(भाग), 1751(भाग), 1752 से 1754, 1755(भाग), 1794 से 1800, 1801(भाग), 1802(भाग), 1805 से 1813, 1876(भाग), 1879 से 1889, 1890(भाग), 1898(भाग), 1905(भाग), 1906(भाग), 1907(भाग), 1910(भाग), 1911(भाग), 1912(भाग), 1913 से 1927, 1928(भाग), 1929, 1930(भाग), 1931(भाग), 2072(भाग), 2076(भाग), 2077(भाग), 2078 से 2084, 2085(भाग), 2086 से 2088, 2089(भाग), 2090(भाग), 2091, 2092(भाग), 2094 से 2127, 2128(भाग), 2129 से 2148, 2149(भाग), 2150 से 2194, 2195(भाग), 2196(भाग), 2197(भाग), 2199(भाग), 2629, 2645, 2646, 2649, 2650, 2653(भाग), 2680, 2686, 2690 से 2692 और 2697.

(12) ग्राम: - खामरा जंगल -प्लॉट संख्या:

1, 2, 3(भाग), 4 से 10(भाग), 11(भाग), 12(भाग), 18(भाग), 19(भाग), 23(भाग), 24(भाग), 25(भाग), 34(भाग), 54(भाग), 55, 56(भाग), 60(भाग), 61 से 71, 72(भाग), 73(भाग), 74(भाग), 78(भाग), 79(भाग), 80(भाग), 89(भाग), 90(भाग), 91(भाग), 92(भाग), 93 से 100, 101(भाग), 102(भाग), 103(भाग), 104, 105(भाग), 107(भाग), 120(भाग), 121, 122(भाग), 144(भाग), 149(भाग), 150(भाग), 151(भाग), 310(भाग), 311(भाग), 312(भाग), 313 से 316, 317(भाग), 318(भाग), 319, 320(भाग), 321(भाग), 322, 323, 324(भाग), 325(भाग), 326, 327, 328(भाग), 329(भाग), 330(भाग), 331(भाग), 332(भाग), 333(भाग) और 1047(भाग).

(13) ग्राम: - सरापाल- प्लॉट संख्या:

1, 2, 3(भाग), 23(भाग), 24, 25(भाग), 26(भाग), 62(भाग), 67(भाग), 68(भाग), 264(भाग), 265(भाग), 266(भाग), 267, 268, 269(भाग), 381(भाग), 388(भाग), 389(भाग), 766(भाग), 767(भाग), 769(भाग), 770(भाग), 771, 772, 773(भाग), 778(भाग), 1291(भाग), 1292 से 1294, 1295(भाग), 1301(भाग), 1302 से 1307, 1308(भाग), 1366(भाग), 1367(भाग), 1368(भाग), 1369 से 1373, 1374(भाग), 1375(भाग), 1388(भाग), 1389(भाग), 1390 से 1397, 1398(भाग), 1399, 1400(भाग), 1401(भाग), 1873(भाग), 1874 से 1876, 1877(भाग), 1878, 1879(भाग), 1880(भाग), 1962(भाग), 1963(भाग), 2047(भाग), 2048(भाग), 2049(भाग), 2050(भाग), 2051(भाग), 3396, 3397(भाग), 3398(भाग), 3399(भाग), 3400(भाग), 3401(भाग), 3402(भाग), 5004 से 5007 और 5011.

(14) ग्राम: - पाटकमुंडा- प्लॉट संख्या:

1 से 993, 995 और 996.

(15) ग्राम - तंगिरी - प्लॉट संख्या:

4(भाग), 10(भाग), 11(भाग), 12 से 17, 18(भाग), 655(भाग), 656(भाग), 736(भाग), 737(भाग), 823(भाग), 824(भाग), 825(भाग), 826(भाग), 827(भाग), 828(भाग), 829(भाग), 864(भाग), 865(भाग), 866(भाग), 867 से 874, 875(भाग), 876 से 895, 896(भाग), 897(भाग), 898(भाग), 899 से 910, 911(भाग), 913(भाग), 915(भाग), 916 से 922, 923(भाग), 924(भाग), 925, 926(भाग), 929(भाग), 930 से 934, 935(भाग), 937(भाग), 939(भाग), 940(भाग), 941 से 943, 944(भाग), 945(भाग), 948, 949(भाग), 950 से 953, 954(भाग), 957(भाग), 958 से 968, 969(भाग), 970(भाग), 971 से 980, 981(भाग), 982 से 993, 994(भाग), 995(भाग), 996, 997(भाग), 1015(भाग), 1016(भाग), 1024(भाग), 1025(भाग), 1029(भाग), 1030, 1031(भाग), 1032(भाग), 1033(भाग), 1041(भाग), 1042(भाग), 1043(भाग), 1145(भाग), 1146(भाग), 1148(भाग), 1149(भाग), 1150(भाग), 1151(भाग), 1155(भाग) और 3166.

(16) ग्राम: - धनगुरुमुंडा- प्लॉट संख्या:

1 से 425, 426(भाग), 427(भाग), 428(भाग), 432(भाग), 433(भाग), 434 से 439, 440(भाग), 441(भाग), 442 से 448, 449(भाग), 450(भाग), 451, 452(भाग), 453 से 466, 467(भाग), 468(भाग), 474(भाग),

501(भाग), 530(भाग), 531(भाग), 532(भाग), 563(भाग), 565(भाग), 566, 567(भाग) और 840, 841, और 843.

सरापाल – नौपारहा कोयला ब्लॉक का सीमा वर्णन:

सीमा बिन्दु 1 से 38:

बिंदु 1 – 38 : सरापाल – नौपारहा कोयला ब्लॉक की सीमा बिंदु संख्या 1 से आरंभ होती है जो ब्लॉक की सीमा के डिप साइड शीर्ष बिंदु के कोने (पूर्व के आखिरी छोर पर) से उत्तर-दक्षिण तथा पूर्व-पश्चिम को जाती हुई सीमा के भाग का शीर्ष बिंदु है तथा ग्राम तेबूदू के सर्वेक्षण 848 में स्थित है। बिंदु 1 से बिंदु 2 तक सीमा सर्वेक्षण संख्या 848, 847, 33 और 30 से गुजरती हुई ग्राम तेबूदू के साथ पश्चिम दिशा को होती हुई तथा तेबूदू तथा तेबूदू जंगल के मध्य ग्राम की सम्मिलित सीमा से होती हुई बिंदु संख्या 2 पर समाप्त होती है। बिंदु संख्या 2 से बिंदु संख्या 3 तक ब्लॉक की सीमा सर्वेक्षण संख्या 283, 224, 223, 222, 221, 219, 218, 210, 199, 206, 204, 203, 202, 200 से गुजरती हुई बिंदु संख्या 3 पर तेबूदू जंगल तथा भालूखाईधीप के मध्य सम्मिलित ग्राम की सीमा के साथ तेबूदू ग्राम के साथ पश्चिम दिशा में समाप्त होती है। बिंदु संख्या 3 से बिंदु संख्या 4 तक ब्लॉक की सीमा सर्वेक्षण संख्या 519, 515, 516, 476, 516, 467, 466, 465, 464, 190, 191, 187, 183, 181, 178, 140, 141, 142, 143, 144, 133, 145, 117, 113, 112, 111, 108, 107, 104 और 45 से होकर आगे पश्चिम दिशा में ग्राम भालूखाईधीप तथा पाटकमुंडा जंगल की सम्मिलित सीमा के साथ बिंदु संख्या 4 पर समाप्त होती है। बिंदु संख्या 4 से बिंदु संख्या 5 तक ब्लॉक की सीमा सर्वेक्षण संख्या 269, 268, 274, 350, 349, 347, 354, 355, 360, 358, 359, 367, 367, 356, 438, 412, 413, 414, 415, 416, 432, 431, 430, 421, 429, 462, 1300, 753, 752, 751, 745, 746, 747, 748, 741, 740, 738, 737, 729, 728, 726, 712, 713, 715, 716 से होकर ग्राम पाटकमुंडा जंगल के साथ पश्चिम दिशा की ओर होती हुई पाटकमुंडा जंगल और बाघुआबोल ग्राम की सम्मिलित सीमा पर बिंदु संख्या 5 पर समाप्त होती है। बिंदु संख्या 5 से बिंदु संख्या 6 तक ब्लॉक की सीमा सर्वेक्षण संख्या 747, 746, 745, 1968, 739, 740, 741, 736, 734, 722, 723, 724, 725, 726, 1971, 586, 585, 583, 579, 568, 535, 536, 538, 539, 531, 545, 823, 307, 279, 273, 274, 270, 269, 2104, 268, 267, 860, 870, 871, 872, 873, 876, 877, 878, 881, 161, 160, 152, 148, 1948, 86, 103, 102, 101, 93, 94, 98 से होती हुई ग्राम बाघुआबोल के साथ पश्चिम दिशा की ओर जाती हुई बाघुआबोल तथा नौपारहा के मध्य ग्राम की सम्मिलित सीमा पर समाप्त होती हुई बिंदु संख्या 6 पर जाती है। बिंदु संख्या 6 से बिंदु संख्या 7 तक सीमा सर्वेक्षण संख्या 61, 58, 59, 53, 2625, 96, 124, 102, 2482, 104, 116, 2485 से गुजरती हुई ग्राम नौपारहा के साथ पश्चिम दिशा में होती हुई नौपारहा तथा कुसुमपाल के मध्य ग्राम की सम्मिलित सीमा बिंदु संख्या 7 पर समाप्त होती है। बिंदु संख्या 7 से बिंदु संख्या 9 तक ब्लॉक की सीमा बिंदु संख्या 8 तक शीर्ष बिंदु तक पश्चिम दिशा की ओर जाती है और बिंदु संख्या 9 तक दक्षिणावर्त दक्षिण-पश्चिम दिशा की ओर सर्वेक्षण संख्या 639, 654, 667, 655, 656, 664, 657, 659, 660, 634, 633, 694, 621, 622, 624, 627, 484 से गुजरती हुई दक्षिण-पश्चिम दिशा की ओर ग्राम कुसुमपाल के साथ होती हुई कुसुमपाल और औली के मध्य ग्राम की सम्मिलित सीमा बिंदु 9 पर समाप्त होती है। बिंदु संख्या 9 से बिंदु संख्या 10 तक ब्लॉक की सीमा सर्वेक्षण संख्या 610, 601, 2453, 453, 443, 374, 416, 417, 414, 415, 413, 412, 2274, 407, 317, 238, 241, 238, 216, 215, 217, 215, से गुजरती हुई ग्राम औली के साथ होती हुई दक्षिण-पश्चिम दिशा में होती हुई औली तथा रायबंधा के मध्य ग्राम की सम्मिलित सीमा बिंदु संख्या 10 पर समाप्त होती है। बिंदु संख्या 10 बिंदु संख्या 11 तक ब्लॉक की सीमा सर्वेक्षण संख्या 221, 222, 250 से गुजरती हुई ग्राम रायबंधा के साथ दक्षिण – पश्चिम दिशा की ओर होती हुई रायबंधा तथा खेरावेरनी के मध्य ग्राम की सम्मिलित सीमा पर बिंदु संख्या 11 पर समाप्त होती है। बिंदु संख्या 11 से बिंदु संख्या 14 तक ब्लॉक की सीमा ग्राम खेरावेरनी की घेराबंदी करते हुए सर्वेक्षण संख्या 54, 52, 51, 28, 45, 37, 38, 39, 44, 43, 133, 127, 128, 1291, 128, 125, 135, 159, 161, 2501, 738, 737, 738, 736, 760, 907, 908, 760, 910, 911, 930, 760 से गुजरती हुई बिंदु संख्या 12 के शीर्ष बिंदु पर दक्षिण-पश्चिम की ओर जाती है तथा औली नदी के ऊपरी किनारे के शीर्ष बिंदु पर दक्षिणावर्त होते हुए बिंदु संख्या 13 तक दक्षिण दिशा की ओर मुड़ती है तथा औली नदी के ऊपरी किनारे के साथ-साथ दक्षिण-पूर्व दिशा में बिंदु संख्या 14 तक दक्षिणावर्त होती हुई खेरावेरानी और रायपाल के मध्य ग्राम की सम्मिलित सीमा पर समाप्त होती है। बिंदु संख्या 14 से बिंदु संख्या 17 तक ब्लॉक की सीमा ग्राम रायपाल के साथ औली नदी के ऊपरी किनारे के



साथ सर्वेक्षण संख्या 675, 674, 673, 680, 673, 906, 905, 2653, 908, 922, 932, 931, 933, 934, 2680, 936, 937, 938, 939, 940, 1738, 1746, 1750, 1751, 1752, 1753, 1754, 1755, 1794, 1801, 1802, 1806, 1805, 1812, 1813, 1879, 1876, 1890, 1898, 1905, 1906, 1907, 1910, 1911, 1912, 1928, 1930, 1931, 1925, 2092, 2091, 2090, 2089, 2088, 2087, 2085, 2072, 2076, 2077, 2199, 2197, 2130, 2146, 2148, 2149, 2196, 2195 से गुजरती हुई दक्षिण-पूर्व दिशा की ओर रायपाल तथा खामरा जंगल के मध्य ग्राम की सम्मिलित सीमा पर समाप्त होती है। बिंदु संख्या 17 से बिंदु संख्या 20 तक ब्लाक की सीमा ग्राम खामरा जंगल के साथ औली नदी के ऊपरी किनारे के साथ सर्वेक्षण संख्या 333, 332, 331, 330, 329, 328, 325, 324, 321, 320, 318, 317, 312, 311, 310, 10, 9, 11, 8, 3, 12, 2, 18, 19, 23, 24, 25, 34, 80, 91, 90, 89, 91, 78, 79, 72, 74, 73, 60, 56, 54, 101, 102, 103, 107, 10, 120, 122, 121, 92, 144, 149, 1047, 150, 151 से गुजरती हुई दक्षिण-पूर्व दिशा की ओर खामरा जंगल तथा सरापाल के मध्य ग्राम की सम्मिलित सीमा पर बिंदु संख्या 20 पर समाप्त होती है। बिंदु संख्या 20 से बिंदु संख्या 28 तक ब्लाक की सीमा ग्राम सरापाल के साथ औली नदी के उपरि किनारे के साथ सर्वेक्षण संख्या 3401, 3402, 3396, 3399, 3398, 3397, 3395, 2, 773, 778, 770, 769, 767, 766, 2, 68, 62, 67, 3, 23, 26, 25, 267, 266, 265, 264, 269, 389, 388, 381, 389, 1291, 1295, 1301, 1308, 1307, 1366, 1367, 1368, 1375, 1374, 1388, 1389, 2051, 2050, 2049, 2048, 2047, 1963, 1877, 1962, 1877, 1880, 1879, 1873, 1398, 1401, 1398, 1400 से गुजरती हुई दक्षिण-पूर्व दिशा की ओर सरापाल तथा भालूखाईधीप के मध्य ग्राम की सम्मिलित सीमा बिंदु संख्या 28 पर समाप्त होती है। बिंदु संख्या 28 से बिंदु संख्या 29 तक ब्लाक की सीमा ग्राम तंगिरी के साथ औली नदी के उपरि किनारे के साथ सर्वेक्षण संख्या 4 से गुजरती हुई उत्तर दिशा की ओर भालूखाईधीप तथा तंगिरी की ग्राम की सम्मिलित सीमा पर बिंदु संख्या 29 पर समाप्त होती है। बिंदु संख्या 29 से बिंदु संख्या 30 तक ब्लाक की सीमा ग्राम भालूखाईधीप के साथ औली नदी के ऊपरी किनारे के साथ सर्वेक्षण संख्या 5137 से गुजरती हुई भालूखाईधीप और तंगिरी ग्राम की सम्मिलित सीमा पर बिंदु संख्या 30 पर समाप्त होती है। बिंदु संख्या 30 से बिंदु संख्या 37 तक ब्लाक की सीमा औली नदी के उपरि किनारे के साथ बिंदु संख्या 36 से गुजरती हुई औली नदी की डिप साइड के किनारे की ओर 90 डिग्री की सीमा तक वायावर्त दिशा में मुड़ती है तथा तंगिरी और धनगुरुमुंडा के मध्य ग्राम की सम्मिलित सीमा पर बिंदु 37 पर समाप्त होती है। ब्लाक की सीमा ग्राम तंगिरी के साथ सर्वेक्षण संख्या 10, 11, 12, 18, 655, 994, 995, 997, 1015, 1016, 1024, 1025, 1033, 1032, 1041, 1042, 1043, 981, 970, 969, 957, 954, 948, 949, 945, 940, 939, 937, 935, 929, 924, 926, 915, 913, 911, 1145, 1146, 1148, 1155, 1150, 1151, 866, 865, 864, 827, 829, 828, 827, 825, 824, 823, 737, 736, 656 से गुजरती हुई तंगिरी तथा धनगुरुमुंडा के मध्य सम्मिलित सीमा पर बिंदु 37 पर समाप्त होती है। बिंदु संख्या 37 से बिंदु संख्या 38 तक ब्लाक की सीमा ग्राम धनगुरुमुंडा के साथ सर्वेक्षण संख्या 567, 565, 426, 563, 427, 428, 432, 433, 440, 441, 532, 531, 530, 449, 450, 452, 501, 474, 467, 468 से गुजरती हुई उत्तर दिशा में जाती हुई धनगुरुमुंडा तथा तेबूदू के मध्य बिंदु संख्या 38 पर समाप्त होती है। बिंदु संख्या 38 से बिंदु संख्या 1 तक सीमा रेखा ग्राम तेबूदू के साथ उत्तर दिशा में सर्वेक्षण संख्या 628, 570, 574, 573, 578, 579, 593, 594, 602, 601, 603, 605, 617, 616, 614, 613, 635, 632, 631, 682, 650, 672, 671, 670, 675, 669, 691, 734, 733, 732, 731, 730, 746, 748, 749, 755, 765, 766, 776, 797, 798, 799, 800, 802, 803, 806, 807, 808, 824, 831, 842, 845, 849, 848 से गुजरती है तथा बिंदु संख्या 1 पर समाप्त होती है।

सरापाल – नौपारहा कोयला ब्लाक-वार घिरे हुए ग्राम- ग्राम की सीमा का वर्णन:

ग्राम तेबूदू : सीमा बिंदु संख्या 1, 2, V1, V2, तथा 38 से घिरी हुई है:

ग्राम तेबूदू बिंदु संख्या 1 पर ब्लाक की सीमा रेखा से अच्छादित है जो सर्वेक्षण संख्या 848 में स्थित है। बिंदु संख्या 1 से बिंदु संख्या 2 तक ब्लाक की सीमा रेखा पश्चिम दिशा में जाती है। बिंदु संख्या 2 से बिंदु संख्या V1 तक तेबूदू तथा तेबूदू जंगल के मध्य ग्राम की सम्मिलित सीमा दक्षिण-पश्चिम दिशा में बिंदु संख्या V1 तक जाती है। बिंदु संख्या V1 से बिंदु संख्या V2 तक यह तेबूदू तथा भालूखाईधीप के मध्य ग्राम की सम्मिलित सीमा है जो दक्षिण दिशा में बिंदु संख्या V2 की ओर जाती है। बिंदु

संख्या V2 से बिंदुसंख्या 38 तक यह तेबूदू तथा धनगुरुमुंडा के मध्य ग्राम की सम्मिलित सीमा है जो बिंदु संख्या 38 तक पूर्व दिशा में जाती है। बिंदु संख्या 38 से बिंदु संख्या 1 तक ब्लाक की सीमा रेखा है जो उत्तर दिशा में जाती है और बिंदु संख्या 1 पर समाप्त हो जाती है।

ग्राम : तेबूदू जंगल : बिंदु संख्या 2,3 तथा V1 से सीमा घिरी हुई है:

बिंदु 2 से बिंदु 3 तक यह ब्लाक की सीमा है जो पश्चिमी दिशा में जाती है। बिंदु संख्या 3 से बिंदु संख्या V1 तक यह तेबूदू जंगले और भालूखाईधीप के मध्य ग्राम की सम्मिलित सीमा है जो दक्षिण-पूर्व दिशा में बिंदु V1 तक जाती है। बिंदु संख्या V1 से बिंदु संख्या 2 तक यह तेबूदू जंगल तथा तेबूदू के मध्य ग्राम की सम्मिलित सीमा है जो उत्तर-पूर्व दिशा में जाती हुई बिंदु संख्या 2 पर समाप्त होती है।

ग्राम : भालूखाईधीप : बिंदु संख्या 3, 4, V3, V4, V5, V6, V7, V8, V9, V10, 29, 30, V11, V12, V13, V14, V2, V1 से सीमा घिरी हुई है:

बिंदु संख्या 3 से बिंदु संख्या 4 तक यह ब्लाक की सीमा है जो पश्चिम दिशा में जाती है। बिंदु संख्या 4 से बिंदु संख्या V3 भालूखाईधीप तथा पाटकमुंडा जंगले के मध्य ग्राम की सम्मिलित सीमा है जो दक्षिण दिशा में बिंदु संख्या V3 की ओर जाती है। बिंदुसंख्या V3 से बिंदु संख्या 7 तक भालूखाईधीप तथा पाटकमुंडा के मध्य ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V4, V5, V6, थोड़ा मोड़ लेती हुई दक्षिण दिशा में बिंदु संख्या V7 तक जाती है। बिंदु संख्या V7 से बिंदु संख्या 29 तक यह भालूखाईधीप और सरापाल के मध्य बिंदु V7 (पूर्व की ओर) मोड़ लेते हुए ग्राम की सम्मिलित सीमा है तथा बिंदु संख्या 29 तक उत्तर-पूर्व दिशा में गुजरती है। बिंदु संख्या 29 तक उत्तर-पूर्व दिशा में गुजरती है। बिंदु संख्या 29 से बिंदु संख्या 30 तक यह ब्लाक की सीमा है जो उत्तर-पूर्व दिशा में जाती है। बिंदु संख्या 30 से बिंदु संख्या V13 तक यह भालूखाईधीप और तंगिरी के मध्य बिंदु संख्या V11 (उत्तर की ओर), बिंदु V12 (उत्तर-पूर्व) पर मोड़ लेती हुई ग्राम की सम्मिलित सीमा है तथा बिंदु संख्या 13 की ओर उत्तर-पूर्व दिशा में गुजरती है। बिंदु V13 से बिंदु V2 तक यह भालूखाईधीप तथा बिंदु संख्या V13 (उत्तर की ओर) बिंदु संख्या V14 (उत्तर की ओर) मोड़ लेती हुई भालूखाईधीप तथा धनगुरुमुंडा के मध्य ग्राम की सम्मिलित सीमा है तथा आगे उत्तर की ओर बिंदु संख्या V2 की ओर जाती है। बिंदु संख्या V2 से बिंदु संख्या V1 तक यह भालूखाईधीप तथा तेबूदू के मध्य ग्राम की सम्मिलित सीमा है जो उत्तर की दिशा की ओर बिंदु संख्या V1 को जाती है। बिंदु संख्या V1 से बिंदु V3 तक यह भालूखाईधीप और तेबूदू जंगल के मध्य ग्राम की सम्मिलित सीमा है जो उत्तर दिशा में जाती है तथा बिंदु संख्या 3 पर समाप्त होती है।

ग्राम: पाटकमुंडा जंगल : बिंदु संख्या 4, 5, V15, V16, V17, V18, V19, V20, V21, V22, V23, V3 से सीमा घिरी हुई है:

बिंदु संख्या 4 से बिंदु संख्या 5 तक सीमा पश्चिमी दिशा में जाती है। बिंदु संख्या 5 से बिंदु संख्या V19 तक यह पाटकमुंडा जंगल तथा बाघुवाबोल के मध्य ग्राम की सम्मिलित सीमा है जो बिंदु संख्या 5 (दक्षिण की ओर) की मोड़ लेती हुई, बिंदु संख्या V15 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V16 (दक्षिण-पूर्व की ओर), बिंदु संख्या V17 (दक्षिण-पूर्व की ओर) तथा बिंदु संख्या V18(दक्षिण-पूर्व की ओर) की ओर मोड़ लेती हुई बिंदु संख्या V19 तक दक्षिण-पूर्व दिशा में मुड़ती है। बिंदु संख्या V19 से बिंदु संख्या V3 तक यह पाटकमुंडा जंगल तथा पाटकमुंडा तक बिंदु संख्या V20 (उत्तर-पूर्व की ओर), बिंदु संख्या V21 (दक्षिण-पूर्व की ओर), बिंदु संख्या 22 (उत्तर-पूर्व की ओर), बिंदु संख्या V23 (दक्षिण पूर्व की ओर) मोड़ लेते हुए पाटकमुंडा जंगल तथा पाटकमुंडा के मध्य यह ग्राम की सम्मिलित सीमा है और आगे बिंदु संख्या V3 के लिए दक्षिण-पूर्व की ओर जाती है। बिंदु संख्या 3 से बिंदु संख्या 4 तक पाटकमुंडा जंगल और भालूखाईधीप के मध्य यह ग्राम की सम्मिलित सीमा है जो उत्तर दिशा में जाती है तथा बिंदु संख्या 4 पर समाप्त होती है।

ग्राम : बाघुवाबोल : बिंदु संख्या 5, 6, V24, V25, V26, V27, V28, V29, V30, V31, V32, V33, V34, V35, V36, V37, V19, V18, V17, V16 और V15 से सीमा घिरी हुई है:

बिंदु संख्या 5 से बिंदु संख्या 6 तक यह ब्लाक की सीमा है जो पश्चिम दिशा में जाती है। बिंदु संख्या 6 से बिंदु संख्या V36 तक बाघुवाबोल तथा नौपारहा के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या 6 (दक्षिण-पूर्व की ओर), बिंदु संख्या V24 (उत्तर-पूर्व की ओर), बिंदु संख्या V25 (दक्षिण-पूर्व की ओर), बिंदु संख्या V26 (पूर्व की ओर) बिंदु संख्या V27 (उत्तर की ओर) बिंदु संख्या V28 (पूर्व की ओर), बिंदु संख्या 29 (दक्षिण-पूर्व की ओर) बिंदु संख्या V30 (पूर्व की ओर) बिंदु संख्या V31 (दक्षिण-पश्चिम की ओर) बिंदु संख्या V32 (पूर्व की ओर) बिंदु संख्या V33 (दक्षिण की ओर), बिंदु संख्या 34 (उत्तर-पूर्व की ओर), बिंदु संख्या V35 (दक्षिण की ओर) तथा दक्षिण दिशा में बिंदु V36 के लिए जाती है। बिंदु संख्या V36 से बिंदु संख्या V37 तक बाघुवाबोल और सरापाल के मध्य यह ग्राम की सम्मिलित सीमा है तथा उत्तर पश्चिम दिशा में बिंदु संख्या V37 की ओर जाती है। बिंदु संख्या V37 से बिंदु संख्या 19 तक बाघुवाबोल तथा पाटकमुंडा के मध्य यह ग्राम की सम्मिलित सीमा है तथा उत्तर दिशा में बिंदु संख्या V19 तक जाती है। बिंदु संख्या V19 से बिंदु संख्या 5 तक बाघुवाबोल तथा पाटकमुंडा जंगले के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या 19 (उत्तर-पश्चिम की ओर), बिंदु संख्या V18 (उत्तर-पश्चिम की ओर), बिंदु संख्या V17 (उत्तर-पश्चिम की ओर), बिंदु संख्या V16 (उत्तर-पूर्व की ओर), बिंदु संख्या V15 (उत्तर की ओर) को मुड़ती है और आगे उत्तर दिशा में गुजरती हुई बिंदु संख्या 5 पर समाप्त होती है।

ग्राम: नौपारहा : बिंदु संख्या 6, 7, V38, V39, V40, V41, V42, V43, V44, V45, V46, V47, V48, V49, V50, V51, V52, V53, V54, V55, V56, V57, V58, V59, V60, V61, V62, V63, V64, V36, V35, V34, V33, V32, V31, V30, V29, V28, V27, V26, V25 और V24 से सीमा घिरी हुई है:

बिंदु संख्या 6 से बिंदु संख्या 7 तक यह ब्लाक की सीमा है जो पश्चिम दिशा में जाती है। बिंदु संख्या 7 से बिंदु संख्या V38 तक नौपारहा तथा कुसुमपाल के मध्य यह ग्राम की सम्मिलित सीमा है तथा दक्षिण दिशा में बिंदु संख्या V38 की ओर जाती है। बिंदु संख्या V38 से बिंदु संख्या V60 तक नौपारहा और औली के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु V38 (दक्षिण-पूर्व की ओर), बिंदु संख्या V39 (दक्षिण की ओर), बिंदु संख्या V40 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V41 (दक्षिण-पूर्व की ओर), बिंदु V42 (उत्तर-पूर्व की ओर), बिंदु संख्या V43 (दक्षिण-पूर्व की ओर), बिंदु संख्या V44 (दक्षिण की ओर), बिंदु संख्या V45 (दक्षिण-पूर्व की ओर), बिंदु संख्या V46 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V47 (दक्षिण-पूर्व की ओर), बिंदु संख्या V48 (दक्षिण की ओर), बिंदु संख्या 49 (दक्षिण-पूर्व की ओर), बिंदु संख्या V50 (पूर्व की ओर), बिंदु संख्या 51 (दक्षिण की ओर), बिंदु संख्या V52 (दक्षिण-पूर्व की ओर), बिंदु संख्या V53 (दक्षिण की ओर), बिंदु संख्या V54 (पूर्व की ओर), बिंदु संख्या V55 (उत्तर की ओर), बिंदु संख्या V56 (पूर्व की ओर), बिंदु संख्या V57 (दक्षिण की ओर), बिंदु संख्या V58 (पूर्व की ओर), बिंदु संख्या V59 (दक्षिण की ओर) मुड़ती है तथा आगे दक्षिण दिशा में बिंदु संख्या V60 की ओर जाती है। बिंदु संख्या V60 से बिंदु संख्या V36 तक नौपारहा तथा सरापाल के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V60 (पूर्व की ओर), बिंदु संख्या V61 (दक्षिण-पूर्व की ओर), बिंदु संख्या V62 (दक्षिण-पूर्व की ओर), बिंदु संख्या V63 (उत्तर-पूर्व की ओर), बिंदु संख्या V64 (उत्तर-पूर्व की ओर) मुड़ती है और आगे उत्तर-पूर्व दिशा में बिंदु संख्या V36 तक जाती है। बिंदु संख्या V36 से बिंदु संख्या 6 तक नौपारहा तथा बाघुवाबोल के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V36 (उत्तर की ओर), बिंदु संख्या V35 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V34 (उत्तर की ओर), बिंदु संख्या V33 (उत्तर-पश्चिम की ओर), बिंदु संख्या V32 (उत्तर-पूर्व की ओर), बिंदु संख्या V31 (पश्चिम की ओर), बिंदु संख्या V30 (उत्तर-पश्चिम की ओर), बिंदु संख्या V29 (पश्चिम की ओर), बिंदु संख्या V28 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V27 (पश्चिम की ओर), बिंदु संख्या V26 (उत्तर की ओर), बिंदु संख्या V25 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V24 (उत्तर-पश्चिम की ओर) मुड़ती है तथा आगे उत्तर-पश्चिम दिशा की ओर मुड़ती हुई बिंदु संख्या 6 पर समाप्त होती है।

ग्राम: कुसुमपाल : बिंदु संख्या 7, 8, 9, V65 और V38 से सीमा घिरी हुई है:

बिंदु संख्या 7 से बिंदु संख्या 9 तक यह ब्लाक की सीमा है जो बिंदु संख्या 8 (दक्षिण-पश्चिम की ओर) से बिंदु संख्या 9 के लिए मुड़ती है। बिंदु संख्या 9 से बिंदु संख्या V38 तक कुसुमपाल तथा औली के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या 9 (दक्षिण-पूर्व), बिंदु संख्या V65 (उत्तर-पूर्व की ओर) को मुड़ती हुई बिंदु आगे उत्तर-पूर्व दिशा में बिंदु संख्या V38 को जाती है। बिंदु संख्या V38 से बिंदु संख्या 7 तक कुसुमपाल तथा नौपारहा के मध्य यह ग्राम की सम्मिलित सीमा है जो उत्तर दिशा में जाती हुई 7 पर समाप्त होती है।

ग्राम: औली : बिंदु संख्या 9, 10, V66, V67, V68, V69, V70, V71, V72, V60, V59, V58, V57, V56, V55, V54, V53, V52, V51, V50, V49, V48, V47, V46, V45, V44, V43, V42, V41, V39, V38, V65 से सीमा घिरी हुई है:

बिंदु संख्या 9 से बिंदु संख्या 10 तक ब्लाक की सीमा दक्षिण-पश्चिम दिशा में गुजरती है। बिंदु संख्या V10 से बिंदु संख्या 66 तक औली तथा रायबंधा के मध्य यह ग्राम की सम्मिलित सीमा है जो दक्षिण-पूर्व दिशा में बिंदु संख्या V66 तक जाती है। बिंदु संख्या V66 से बिंदु संख्या V67 तक औली तथा खेराबेरनी के मध्य यह ग्राम की सम्मिलित सीमा है जो दक्षिण-पूर्व दिशा में बिंदु संख्या V67 को जाती है। बिंदु संख्या V67 से बिंदु संख्या V72 तक औली तथा रायपाल के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V68 (दक्षिण-पूर्व की ओर), बिंदु संख्या V69 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V70 (पूर्व की ओर), बिंदु संख्या 71 (उत्तर-पूर्व की ओर) को मुड़ती है तथा आगे उत्तर-पूर्व दिशा में बिंदु संख्या V72 की ओर जाती है। बिंदु संख्या V72 से बिंदु संख्या V60 तक औली तथा खामरा जंगल के मध्य यह ग्राम की सम्मिलित सीमा है जो उत्तर-पूर्व दिशा में बिंदु संख्या V60 को जाती है। बिंदु संख्या V60 से बिंदु संख्या V38 तक औली तथा नौपारहा के मध्य ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V60 (उत्तर की ओर), बिंदु संख्या V59 (पश्चिम की ओर), बिंदु संख्या V58 (उत्तर की ओर), बिंदु संख्या V57 (पश्चिम की ओर), बिंदु संख्या 56 (दक्षिण की ओर), बिंदु संख्या V55 (पश्चिम की ओर), बिंदु संख्या V54 (उत्तर की ओर), बिंदु संख्या V53 (उत्तर-पश्चिम की ओर), बिंदु संख्या V52 (उत्तर-पश्चिम की ओर), बिंदु संख्या V51 (पश्चिम की ओर), बिंदु संख्या V50 (उत्तर-पश्चिम की ओर), बिंदु संख्या V49 (उत्तर की ओर), बिंदु संख्या V48 (उत्तर-पश्चिम की ओर), बिंदु संख्या V47 (उत्तर-पूर्व की ओर), बिंदु संख्या V46 (उत्तर-पश्चिम की ओर), बिंदु संख्या V45 (उत्तर की ओर), बिंदु संख्या V44 (उत्तर-पश्चिम की ओर), बिंदु संख्या V43 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V42 (उत्तर-पश्चिम की ओर), बिंदु संख्या V41 (उत्तर-पूर्व की ओर), बिंदु संख्या V40 (उत्तर की ओर), बिंदु संख्या V39 (उत्तर-पश्चिम की ओर), को मुड़ती है तथा आगे उत्तर-पश्चिम दिशा में बिंदु संख्या V38 की ओर जाती है। बिंदु संख्या V38 से बिंदु संख्या 9 तक औली तथा कुसुमपाल के मध्य यह सम्मिलित सीमा है जो बिंदु संख्या V38 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V65 (उत्तर-पश्चिम की ओर) की ओर मुड़ती है तथा उत्तर-पश्चिम दिशा में गुजरती हुई बिंदु संख्या 9 पर समाप्त होती है।

ग्राम: रायबंधा : बिंदु संख्या 10, V66, 11 से सीमा घिरी हुई है:

बिंदु संख्या 10 से बिंदु संख्या 11 तक यह ब्लाक की सीमा है जो दक्षिण-पश्चिम दिशा में जाती है। बिंदु संख्या 11 से बिंदु संख्या V66 तक रायबंधा तथा खेराबेरनी के मध्य यह ग्राम की सम्मिलित सीमा है जो दक्षिण-पूर्व में V66 को जाती है। बिंदु संख्या V66 से बिंदु संख्या 10 तक रायबंधा तथा औली के मध्य यह ग्राम की सम्मिलित सीमा है जो उत्तर-पश्चिम दिशा में मुड़ती है तथा बिंदु संख्या 10 पर समाप्त होती है।

ग्राम: खेराबेरनी : बिंदु संख्या 11, 12, 13, 14, V73, V67, V66 से सीमा घिरी हुई है:

बिंदु संख्या 11 से बिंदु संख्या 14 तक ब्लाक की सीमा दक्षिण-पश्चिम में बिंदु संख्या 12 के लिए मुड़ती है तथा बिंदु संख्या 12 (दक्षिण की ओर), बिंदु संख्या 13 (दक्षिण-पूर्व की ओर) को मुड़ती है तथा आगे दक्षिण-पूर्व की ओर बिंदु संख्या 14 को जाती है। बिंदु संख्या 14 से बिंदु संख्या V67 तक खेराबेरनी तथा रायपाल के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या 14 (उत्तर-पूर्व की ओर), बिंदु संख्या V73 (उत्तर-पूर्व की ओर) को मुड़ती है तथा आगे उत्तर-पूर्व दिशा में बिंदु V67 को मुड़ती है। बिंदु संख्या V67 से बिंदु V66 तक खेराबेरनी तथा औली के मध्य यह ग्राम की सम्मिलित सीमा है तथा आगे

उत्तर-पश्चिम दिशा में बिंदु संख्या V66 को जाती है। बिंदु संख्या V66 से बिंदु संख्या 11 तक खैरावेरनी तथा रायबंधा के मध्य यह ग्राम की सम्मिलित सीमा है जो उत्तर-पश्चिम दिशा में जाती है तथा बिंदु संख्या 11 पर समाप्त होती है।

ग्राम: रायपाल : बिंदु संख्या 14, 15, 16, 17, V74, V72, V71, V70, V69, V68, V67 और V73 से सीमा घिरी हुई है:

बिंदु संख्या 14 से बिंदु संख्या 17 तक ब्लाक की सीमा है जो दक्षिण-पूर्व दिशा में मुड़ती हुई बिंदु संख्या 15 को जाती है तथा आगे दक्षिण-पूर्व दिशा में बिंदु संख्या 16 को जाती है और उत्तर-पूर्व दिशा में बिंदु 17 के लिए मुड़ती है। बिंदु संख्या 17 से बिंदु संख्या V72 तक रायपाल तथा खामरा जंगल के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या 17 (उत्तर की ओर), बिंदु संख्या V74 (पश्चिम की ओर) को मुड़ती है और आगे पश्चिम दिशा में बिंदु संख्या V72 को मुड़ती है। बिंदु संख्या V72 से बिंदु संख्या V67 तक रायपाल तथा औली के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु V72 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V71 (उत्तर-पश्चिम की ओर), बिंदु संख्या V70 (उत्तर की ओर), बिंदु संख्या V69 (उत्तर-पश्चिम की ओर), बिंदु संख्या V68 को मुड़ती है तथा आगे उत्तर-पश्चिम दिशा में मुड़ती हुई बिंदु संख्या V67 के लिए गुजरती है। बिंदु संख्या V67 से बिंदु संख्या 14 तक रायपाल और खैरावेरनी के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V67 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V73 (दक्षिण की ओर) को मुड़ती है तथा आगे दक्षिण दिशा में मुड़कर बिंदु संख्या 14 पर समाप्त होती है।

ग्राम: खामरा जंगल : बिंदु संख्या 17, 18, 19, 20, V63, V62, V61, V60, V72 और V74 से सीमा घिरी हुई है:

बिंदु संख्या 17 से बिंदु संख्या 20 तक यह उत्तर दिशा में बिंदु संख्या 18 तक ब्लाक की सीमा है और बिंदु संख्या 18 (पूर्व की ओर) मुड़ती है तथा आगे पूर्व की दिशा में बिंदु संख्या 19 के लिए मुड़ती है और उत्तर-पूर्व दिशा में बिंदु संख्या 20 को जाती है। बिंदु संख्या 20 से बिंदु संख्या V63 तक खामरा जंगल और सरापाल के मध्य यह ग्राम की सम्मिलित सीमा है जो आगे उत्तर दिशा में बिंदु संख्या V63 तक जाती है। बिंदु संख्या V63 से बिंदु संख्या V60 तक खामरा जंगल और नौपारहा के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V63 (उत्तर-पश्चिम की ओर), बिंदु संख्या V62 (उत्तर-पश्चिम की ओर), बिंदु संख्या V61 (पश्चिम की ओर) को मुड़ती है तथा आगे पश्चिम दिशा में बिंदु संख्या V60 तक जाती है। बिंदु संख्या V60 से बिंदु संख्या V72 तक खामरा जंगल तथा औली के मध्य यह ग्राम की सम्मिलित सीमा है जो दक्षिण-पश्चिम दिशा में बिंदु संख्या V72 को जाती है। बिंदु संख्या V72 से बिंदु संख्या 17 तक खामरा जंगल तथा रायपाल के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V72 (पूर्व की ओर), बिंदु संख्या V74 (दक्षिण की ओर) मुड़ती है और आगे दक्षिण दिशा में जाकर बिंदु संख्या 17 पर समाप्त होती है।

ग्राम: सरापाल : बिंदु संख्या 20, 21, 22, 23, 24, 25, 26, 27, 28, V10, V9, V8, V7, V37 और V36 से सीमा घिरी हुई है:

बिंदु संख्या 20 से बिंदु संख्या 28 तक ब्लाक की सीमा है जो बिंदु संख्या 20 (उत्तर-पूर्व की ओर), बिंदु संख्या 21 (उत्तर-पूर्व की ओर), बिंदु संख्या 21 (उत्तर-पूर्व की ओर), बिंदु संख्या 22 (दक्षिण-पूर्व की ओर), बिंदु संख्या 23 (दक्षिण-पूर्व की ओर), बिंदु संख्या 24 (दक्षिण-पूर्व की ओर), बिंदु संख्या 25 (दक्षिण-पूर्व की ओर), बिंदु संख्या 26 (दक्षिण-पूर्व की ओर), बिंदु संख्या 27 (उत्तर-पूर्व की ओर) के लिए मुड़ती है तथा आगे उत्तर-पूर्व दिशा में बिंदु संख्या 28 तक जाती है। बिंदु संख्या 28 से बिंदु संख्या V10 तक सरापाल और तंगिरी के मध्य यह ग्राम की सम्मिलित सीमा है जो उत्तर-पश्चिम दिशा में बिंदु संख्या V10 तक जाती है। बिंदु संख्या V10 से बिंदु संख्या V7 तक सरापाल और भालूखाईधीप के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V10 (उत्तर-पश्चिम की ओर), बिंदु संख्या V9 (उत्तर की ओर), बिंदु संख्या V8 (पश्चिम की ओर) को मुड़ती है तथा आगे पश्चिम दिशा में बिंदु संख्या V7 तक जाती है। बिंदु संख्या V7 से बिंदु संख्या V37 तक सरापाल और पाटकमुंडा के मध्य यह ग्राम की सम्मिलित सीमा है जो उत्तर-पश्चिम दिशा में जाती हुई बिंदु संख्या V37 तक जाती है। बिंदु संख्या V37 से बिंदु संख्या V36 तक सरापाल तथा बाघुवाबोल के मध्य ग्राम की सम्मिलित सीमा है जो दक्षिण-पश्चिम दिशा में बिंदु संख्या V36 को जाती है। बिंदु संख्या V36 से बिंदु संख्या V63 तक सरापाल और नौपारहा के मध्य यह ग्राम की सम्मिलित

सीमा है जो बिंदु संख्या V36 (दक्षिण-पश्चिम की ओर), बिंदु संख्या 64 (दक्षिण-पश्चिम की ओर) के लिए मुड़ती है तथा आगे दक्षिण-पश्चिम दिशा में बिंदु संख्या V63 को जाती है। बिंदु संख्या V63 से बिंदु संख्या 20 तक सरापाल और खामरा जंगल के मध्य ग्राम की सम्मिलित सीमा है जो दक्षिण दिशा में जाती है तथा बिंदु संख्या 20 पर समाप्त होती है।

ग्राम: पाटकमुंडा : बिंदु संख्या V37, V7, V6, V5, V4, V3, V23, V22, V21, V20 और V19 से सीमा घिरी हुई है:

बिंदु संख्या V37 से बिंदु संख्या V7 पाटकमुंडा तथा सरापाल के मध्य ग्राम की सम्मिलित सीमा है जो दक्षिण-पूर्व दिशा में बिंदु संख्या V7 को जाती है। बिंदु संख्या V7 से बिंदु संख्या V3 तथा भालूखाईधीप के बीच यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V7 (उत्तर की ओर), बिंदु संख्या V6 (उत्तर-पश्चिम की ओर), बिंदु संख्या V5 (उत्तर-पूर्व की ओर), बिंदु संख्या V4 (उत्तर-पश्चिम की ओर) की ओर मुड़ती है और आगे उत्तर-पश्चिम दिशा में बिंदु संख्या V3 को जाती है। बिंदु संख्या V3 बिंदु संख्या V19 तक पाटकमुंडा तथा पाटकमुंडा जंगल के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V3 (पश्चिम की ओर), बिंदु संख्या V23 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V22 (उत्तर-पश्चिम की ओर), बिंदु संख्या V21 (दक्षिण-पश्चिम की ओर), बिंदु संख्या V20 (उत्तर-पश्चिम की ओर) को मुड़ती है तथा आगे उत्तर-पश्चिम दिशा में बिंदु संख्या V19 को जाती है। बिंदु संख्या V19 से बिंदु संख्या V37 पाटकमुंडा और बाघुवाबोल के मध्य यह ग्राम की सम्मिलित सीमा है जो दक्षिण-पूर्व दिशा में जाती है तथा बिंदु संख्या V37 पर समाप्त होती है।

ग्राम: तंगिरी : बिंदु संख्या 28, V10, 29 (तंगिरी प्लाट सं. 4 का टुकड़ा) तथा 30, 31, 32, 33, 34, 35, 36, 37, V13, V12 और V11 से सीमा घिरी हुई है:

बिंदु संख्या 30 से बिंदु संख्या V37 ब्लाक की सीमा है जो बिंदु संख्या 30 (उत्तर-पूर्व की ओर), बिंदु संख्या 31 (उत्तर-पूर्व की ओर), बिंदु संख्या 32 (उत्तर-पूर्व की ओर), बिंदु संख्या 33 (उत्तर-पूर्व की ओर), बिंदु संख्या 34 (उत्तर-पूर्व की ओर), बिंदु संख्या 35 (पूर्व की ओर), बिंदु संख्या 36 (उत्तर की ओर) को मुड़ती है तथा आगे उत्तर दिशा में बिंदु संख्या 37 को जाती है। बिंदु संख्या 37 से बिंदु संख्या V13 तंगिरी तथा धनगुरुमुंडा के मध्य यह सम्मिलित सीमा है जो पश्चिम दिशा में बिंदु संख्या V13 को जाती है। बिंदु V13 से बिंदु संख्या 30 तंगिरी तथा भालूखाईधीप के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V13 (पश्चिम की ओर), बिंदु संख्या V12 (दक्षिण की ओर), बिंदु संख्या V11 (दक्षिण-पश्चिम की ओर) मुड़ती है तथा दक्षिण-पश्चिम दिशा में मुड़ती है और बिंदु संख्या 30 पर समाप्त होती है।

ग्राम: धनगुरुमुंडा : बिंदु संख्या 37, 38, V2, V14 और V13 से सीमा घिरी हुई है:

बिंदु संख्या 37 से बिंदु संख्या 38 ब्लाक की सीमा है जो उत्तर दिशा में बिंदु संख्या 38 की ओर जाती है। बिंदु संख्या 38 से बिंदु संख्या V2 धनगुरुमुंडा तथा तेबूदू के मध्य यह ग्राम की सम्मिलित सीमा है जो पश्चिम दिशा में बिंदु संख्या V2 को जाती है। बिंदु संख्या V2 से बिंदु संख्या V13 धनगुरुमुंडा तथा भालूखाईधीप के मध्य यह ग्राम की सम्मिलित सीमा है जो बिंदु संख्या V2 (दक्षिण की ओर), बिंदु संख्या V14 (दक्षिण की ओर) की ओर मुड़ती है तथा आगे दक्षिण दिशा में बिंदु संख्या V13 को जाती है। बिंदु संख्या V13 से बिंदु संख्या 37 धनगुरुमुंडा तथा तंगिरी के मध्य यह ग्राम की सम्मिलित सीमा है जो पूर्व दिशा में जाती है तथा बिंदु संख्या 37 पर समाप्त होती है।

[फा. सं. 43015/17/2016-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

#### MINISTRY OF COAL

New Delhi, the 15<sup>th</sup> October, 2019

**S.O. 1832.**—Whereas, by notification of the Government of India in the Ministry of Coal number S.O. 2483, dated the 16<sup>th</sup> October, 2017, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 21<sup>st</sup> October, 2017, the Central Government gave notice of its intention to

prospect for coal in land measuring 4221.5569 acres (approximately) or 1708.4061 hectares (approximately) in the locality specified in the Schedule appended thereto;

Now, therefore in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby specifies a further period of one year commencing from the 21<sup>st</sup> October, 2019, as the period within which the Central Government gives notice of its intention to acquire the said land or any rights in or over the said land in respect of which notice is given to prospect for coal under sub-section (1) of section 4 of the said Act.

### SCHEDULE

Andhra Pradesh Power Generation Corporation Limited

Sarapal-Nuaparha Coal Block

District Angul and District Deogarh, Odisha

(Plan bearing number APG/SNCB/4(1)N/COMB/PLAN/2017/17, dated the 1<sup>st</sup> September, 2017)

SI No.	Name of the Villages	Thana	Thana number	District	Type of land in hectares (6)			Total area in hectares	Remarks
					Tenancy	Forest	Non-forest Government		
(1)	(2)	(3)	(4)	(5)				(7)	(8)
1.	Tebudu	Chhendipada	33	Angul	61.9340	9.5810	9.0410	80.5560	Part
2.	Tebudu Jungle	Chhendipada	30	Angul	1.3460	0.0425	0.7540	2.1425	Part
3.	Bhalukhaidhip	Chhendipada	29	Angul	260.0230	23.8870	82.9270	366.8370	Part
4.	Patakunda Jungle	Chhendipada	27	Angul	66.2480	1.56100	5.2100	73.0190	Part
5.	Baghuaboli	Chhendipada	26	Angul	107.0960	5.1280	28.6590	140.8830	Part
6.	Nuaparha	kundaigola	94	Deogarh	105.0165	9.2584	99.1121	213.3870	Part
7.	Kusumpal	kundaigola	95	Deogarh	3.5527	1.8668	1.6589	7.0784	Part
8.	Aunli	kundaigola	93	Deogarh	130.1956	52.1885	253.5010	435.8851	Part
9.	Raibandha	kundaigola	92	Deogarh	0.3040	0.4860	0.3196	1.1096	Part
10.	khaeraberani	Chhendipada	18	Angul	45.2460	38.7470	26.0405	110.0335	Part
11.	Raipal	Chhendipada	19	Angul	16.7350	1.9120	36.8035	55.4505	Part
12.	Khamar Jungle	Chhendipada	22	Angul	2.4615	0.2240	22.2455	24.9310	Part
13.	Sarapal	Chhendipada	25	Angul	1.1970	5.0390	35.8900	42.1260	Part
14.	Patakunda	Chhendipada	28	Angul	47.8145	0.0000	20.5555	68.3700	Full
15.	Tangiri	Chhendipada	35	Angul	0.6570	0.4260	30.7660	31.8490	Part
16.	Dhangurmunda	Chhendipada	34	Angul	35.0780	0.0585	19.6120	54.7485	Part
Total					<b>884.9048</b>	<b>150.4057</b>	<b>673.0956</b>	<b>1708.4061</b>	
Total : 1708.4061 hectares (approximately) or 4221.5569 acres (approximately)									

Plots to be notified:

(1) Village: - Tebudu- Plot numbers :

1 to 32,33(P), 34 to 569, 570(P), 571, 572, 573(P), 574(P), 578(P), 579(P), 593(P), 594 (P), 601(P), 602(P), 603(P), 604, 605(P), 606 to 612, 613(P), 614(P), 615, 616(P), 617 (P), 628(P), 631(P), 632(P), 635(P), 636 to 649, 650(P), 651 to 668, 669(P), 670, 671(P), 672(P), 675(P), 682(P), 691(P), 692 to 716, 717(P), 718 to 729, 730(P), 731(P), 732(P), 733 (P), 734(P), 746(P), 747, 748(P), 749(P), 750, 751, 752(P), 753, 754, 755(P), 756 to 763, 764 (P), 765(P), 766(P), 776(P), 797(P), 798(P), 799(P), 800(P), 802(P), 803(P), 806(P), 807 (P), 808(P), 824(P), 825 to 830, 831(P), 832 to 841, 842(P), 845(P), 846, 847(P), 848(P), 849 (P), 3899, 3908, 3928, 3929, 3909, 3920, and 3921.

## (2) Village: - Tebudu Jungle- Plot numbers:

199(P), 200(P), 201, 202(P), 203(P), 204(P), 205, 206(P), 207, 208, 209, 210, 218(P), 219(P), 221(P), 222(P), 223(P), 224(P), and 283(P).

## (3) Village: - Bhalukhaidhip- Plot numbers:

45(P), 46, to 103, 104(P), 107(P), 108(P), 111(P), 112(P), 113(P), 117(P), 133(P), 140(P), 141(P), 142, 143(P), 144, 145(P), 146 to 177, 178(P), 179, 180, 181(P), 183(P), 184, 185, 186, 187(P), 190(P), 191(P), 192 to 463, 464(P), 465(P), 466(P), 467(P), 468 to 475, 476(P), 477 to 514, 515(P), 516(P), 519(P), 520 to 5400, 5402 to 5448, 5450 to 5478, 5480 to 5486, 5488 to 5494, 5496, 5498 to 5502, 5505 to 5511, 5513 to 5530, 5533 to 5539.

## (4) Village: - Patakunda Jungle - Plot numbers:

268(P), 269(P), 270 to 273, 274(P), 275 to 277, 279 to 348, 349(P), 350(P), 354(P), 355(P), 356(P), 358(P), 359, 360(P), 361 to 366, 367(P), 368 to 411, 412(P), 413(P), 414(P), 415(P), 416 to 428, 429(P), 430(P), 431(P), 432(P), 438(P), 462, 712(P), 713(P), 715(P), 716(P), 717 to 726, 728(P), 729(P), 737(P), 738(P), 739, 740(P), 741, 745(P), 746 to 750, 751(P), 752(P), 753(P), 754 to 799, 801 to 839, 841 to 891, 893 to 987, 989,990, 994 to 1008, 1010 to 1017, 1020 to 1077, 1080 to 1090, 1092 to 1299, 1300(P), 1301 to 1951, 1954 to 1956, 1959, 1960, 1964 to 1968, 1970 to 1977, 1979, and 1981 to 1988.

## (5) Village: - Baghuabol-Plot numbers:

86(P), 93(P), 94(P), 98(P), 99, 100, 101(P), 102(P), 103(P), 104 to 147, 148(P), 152(P), 153 to 159, 160(P), 161(P), 267(P), 268(P), 269(P), 270(P), 273(P), 274(P), 275 to 278, 279(P), 307(P), 531(P), 535(P), 536(P), 537 to 544, 545(P), 546 to 567, 568(P), 579(P), 580 to 582, 583(P), 585(P), 586(P), 722(P), 723(P), 724(P), 725(P), 726(P), 727 to 733, 734(P), 736(P), 739(P), 740(P), 741(P), 742 to 744, 745(P), 746(P), 747(P), 748 to 822, 823(P), 824 to 859, 860(P), 861 to 869, 870(P), 871(P), 872(P), 873(P), 874, 875, 876(P), 877(P), 878(P), 881(P), 882 to 1039, 1041 to 1277, 1279 to 1935, 1937 to 1947, 1948(P), 1949 to 1951, 1955 to 1961, 1963 to 1967, 1968(P), 1969, 1971 to 1975, 1993 to 2025, 2027 to 2053, 2055, 2057, 2058, 2060 to 2066, 2069 to 2072, 2076 to 2113,2104(P), 2105 to 2114, 2116 to 2130, 2132, 2134 to 2143, 2154 to 2166, 2169, 2186 to 2188, 2190 to 2225, 2231, 2236 to 2294, 2296, 2298 to 2301, 2305, 2308, 2314 to 2316, 2319,2320, 2322, 2324 to 2326, 2329 to 2341, 2346 to 2350, 2353, and 2358.

## (6) Village: - (6) Nuaparha -Plot numbers:

53(P), 58(P), 59(P), 60, 61(P), 62 to 95, 96(P), 102(P), 103, 104(P), 105 to 115, 116(P), 117 to 123, 124(P), 125 to 663, 665 to 770, 772 to 2470, 2474 to 2481, 2482(P), 2483, 2484, 2485(P), 2486 to 2623, 2625(P), 2626 to 2629, 2631 to 2657, 2659 to 2662, 2664 to 2669, 2671 to 2675, 2678, 2679, 2682 to 2685, 2687, 2688, 2693 to 2699, 2701, 2704 to 2708, 2710 to 2712, 2715, 2716, 2718, 2720 to 2731, 2738, 2739, 2744 to 2752, 2754 to 2756, 2758 to 2762, 2764 to 2784, 2786 to 2794, 2796, 2799, 2800, 2802, 2803, 2810 to 2814 and 2817.

## (7) Village: - Kusumpal-Plot numbers:

484(P), 621(P), 622(P), 624(P), 626, 627(P), 628 to 632, 633(P), 634(P), 639(P), 654(P), 655(P), 656(P), 657(P), 659(P), 660(P), 661 to 663, 664(P), 665, 666, 667(P), 668 to 685, 694 and 861.

## (8) Village: - Aunli - Plot numbers:

215(P), 216(P), 217(P), 218, 219(P), 220 to 237, 238(P), 241(P), 317(P), 374(P), 407(P), 412(P), 413(P), 414(P), 415(P), 416(P), 417(P), 418 to 442, 443(P), 444 to 452, 453(P), 454 to 600, 601(P), 610(P), 611 to 638, 640 to 727, 729 to 1735, 1737 to 2107, 2110 to 2208, 2212 to 2218, 2222 to 2225, 2266, 2267, 2274(P), 2275 to 2284, 2286 to 2330, 2332 to 2430, 2432 to 2437, 2441 to 2450, 2453(P), 2454, 2455, 2468 to 2494, 2998, 2999, 3011 to 3014, 3017, 3018, 3024, 3027, 3030, 3033 to 3037,3042 to 3048, 3050 to 3053, 3095 to 3101, 3105, 3109 to 3112, 3114 to 3116, 3119, 3125, 3126, 3131, 3148, 3153 to 3157, 3165, 3166, 3189, 3190, 3195, 3196, 3203, 3204, 3212, 3214 to 3219, 3221, 3223, 3226 to 3228, 3234 to 3238, 3240 and 3242.

## (9) Village: - Raibandha- Plot numbers:

221(P), 222(P), 223 to 225 and 250(P).

## (10) Village: - khaeraberani - Plot numbers:

28(P), 37(P), 38(P), 39(P), 43(P), 44(P), 45(P), 46 to 50, 51(P), 52(P), 54(P), 55 to 124, 125(P), 126(P), 127(P), 128(P), 129(P), 133(P), 135(P), 159(P), 161(P), 162 to 377, 380 to 735, 736(P), 737(P), 738(P), 760(P), 907(P), 908(P), 910(P), 911(P), 930(P), 2489, 2490, 2494, 2496 to 2499, 2500(P), 2501(P), 2509, 2516 to 2519, 2527,



2530, 2532 to 2540, 2543 to 2545, 2552, 2554, 2565 to 2567, 2581 to 2588, 2590 to 2592, 2595, 2596, 2601, 2604, 2605, 2607, 2608, 2613 and 2621.

(11) Village: -Raipal- Plot numbers:

1 to 65, 70 to 73, 75 to 673, 905(P), 906(P), 907, 908(P), 922(P), 923 to 934, 931(P), 932(P), 933(P), 934, 936(P), 937(P), 938(P), 939(P), 940(P), 1738(P), 1739 to 1745, 1746(P), 1750(P), 1751(P), 1752 to 1754, 1755(P), 1794 to 1800, 1801(P), 1802(P), 1805 to 1813, 1876(P), 1879 to 1889, 1890(P), 1898(P), 1905(P), 1906(P), 1907(P), 1910(P), 1911(P), 1912(P), 1913 to 1927, 1928(P), 1929, 1930(P), 1931(P), 2072(P), 2076(P), 2077(P), 2078 to 2084, 2085(P), 2086 to 2088, 2089(P), 2090(P), 2091, 2092(P), 2094 to 2127, 2128(P), 2129 to 2148, 2149(P), 2150 to 2194, 2195(P), 2196(P), 2197(P), 2199(P), 2629, 2645, 2646, 2649, 2650, 2653(P), 2680, 2686, 2690 to 2692 and 2697.

(12) Village: - Khamara Jungle- Plot numbers:

1, 2, 3(P), 4 to 10(P), 11(P), 12(P), 18(P), 19(P), 23(P), 24(P), 25(P), 34(P), 54(P), 55, 56(P), 60(P), 61 to 71, 72(P), 73(P), 74(P), 78(P), 79(P), 80(P), 89(P), 90(P), 91(P), 92(P), 93 to 100, 101(P), 102(P), 103(P), 104, 105(P), 107(P), 120(P), 121, 122(P), 144(P), 149(P), 150(P), 151(P), 310(P), 311(P), 312(P), 313 to 316, 317(P), 318(P), 319, 320(P), 321(P), 322, 323, 324(P), 325(P), 326, 327, 328(P), 329(P), 330(P), 331(P), 332(P), 333(P) and 1047(P).

(13) Village: - Sarapal- Plot numbers:

1, 2, 3(P), 23(P), 24, 25(P), 26(P), 62(P), 67(P), 68(P), 264(P), 265(P), 266(P), 267, 268, 269(P), 381(P), 388(P), 389(P), 766(P), 767(P), 769(P), 770(P), 771, 772, 773(P), 778(P), 1291(P), 1292 to 1294, 1295(P), 1301(P), 1302 to 1307, 1308(P), 1366(P), 1367(P), 1368(P), 1369 to 1373, 1374(P), 1375(P), 1388(P), 1389(P), 1390 to 1397, 1398(P), 1399, 1400(P), 1401(P), 1873(P), 1874 to 1876, 1877(P), 1878, 1879(P), 1880(P), 1962(P), 1963(P), 2047(P), 2048(P), 2049(P), 2050(P), 2051(P), 3396, 3397(P), 3398(P), 3399(P), 3400(P), 3401(P), 3402(P), 5004 to 5007 and 5011.

(14) Village: - Patakunda- Plot numbers:

1 to 993, 995 and 996.

(15) Village: - Tangiri - Plot numbers:

4(P), 10(P), 11(P), 12 to 17, 18(P), 655(P), 656(P), 736(P), 737(P), 823(P), 824(P), 825(P), 826(P), 827(P), 828(P), 829(P), 864(P), 865(P), 866(P), 867 to 874, 875(P), 876 to 895, 896(P), 897(P), 898(P), 899 to 910, 911(P), 913(P), 915(P), 916 to 922, 923(P), 924(P), 925, 926(P), 929(P), 930 to 934, 935(P), 937(P), 939(P), 940(P), 941 to 943, 944(P), 945(P), 948, 949(P), 950 to 953, 954(P), 957(P), 958 to 968, 969(P), 970(P), 971 to 980, 981(P), 982 to 993, 994(P), 995(P), 996, 997(P), 1015(P), 1016(P), 1024(P), 1025(P), 1029(P), 1030, 1031(P), 1032(P), 1033(P), 1041(P), 1042(P), 1043(P), 1145(P), 1146(P), 1148(P), 1149(P), 1150(P), 1151(P), 1155(P) and 3166.

(16) Village: - Dhangurumunda- Plot numbers:

1 to 425, 426(P), 427(P), 428(P), 432(P), 433(P), 434 to 439, 440(P), 441(P), 442 to 448, 449(P), 450(P), 451, 452(P), 453 to 466, 467(P), 468(P), 474(P), 501(P), 530(P), 531(P), 532(P), 563(P), 565(P), 566, 567(P), and 840, 841 and 843.

Sarapal-Nuaparha Coal Block Boundary Description:

Boundary Points from 1 to 38:

Points 1 - 38: The Sarapal-Nuaparha Coal Block Boundary starts from Point No.1 which is a vertex point of boundary segments running North-South and East-West at dip side corner(extreme East) of the block boundary and situated in survey No.848 at village Tebudu. From Point No.1 to Point No.2, the boundary moved towards West direction, across the village Tebudu, passing through survey No.848, 847, 33 and 30 and intercept by common village boundary between Tebudu and Tebudu Jungle at Point No.2. From Point No.2 to Point No.3 the block boundary moved towards West direction, across the village Tebudu Jungle, passing through survey No.283, 224, 223, 222, 221, 219, 218, 210, 199, 206, 204, 203, 202, 200 and intercept by common village boundary between Tebudu Jungle and Bhalukhaidhip at Point No.3. From Point No.3 to Point No.4, the block boundary moved towards West direction, across the village Bhalukhaidhip, passing through Survey No.519, 515, 516, 476, 516, 467, 466, 465, 464, 190, 191, 187, 183, 181, 178, 140, 141, 142, 143, 144, 133, 145, 117, 113, 112, 111, 108, 107, 104 and 45 and intercept by common village boundary between Bhalukhaidhip and Patakunda Jungle at Point No.4. From Point No.4 to point No.5 the block boundary moved towards West direction, across the village Patakunda Jungle, passing through Survey No. 269, 268, 274, 350, 349, 347, 354, 355, 360, 358, 359, 367, 367, 356, 438, 412, 413, 414, 415, 416, 432, 431, 430, 421, 429, 462, 1300, 753, 752, 751, 745,

746, 747, 748, 741, 740, 738, 737, 729, 728, 726, 712, 713, 715, 716 and intercept by common village boundary between Patakunda Jungle and Baghuaboli at point No.5. From Point No.5 to point No.6 the block boundary moved towards West direction, across the village Baghuaboli, passing through Survey No. 747, 746, 745, 1968, 739, 740, 741, 736, 734, 722, 723, 724, 725, 726, 1971, 586, 585, 583, 579, 568, 535, 536, 538, 539, 531, 545, 823, 307, 279, 273, 274, 270, 269, 2104, 268, 267, 860, 870, 871, 872, 873, 876, 877, 878, 881, 161, 160, 152, 148, 1948, 86, 103, 102, 101, 93, 94, 98 and intercept by common village boundary between Baghuaboli and Nuaparha at point No.6. From Point No.6 to point No.7 the boundary moved towards West direction, across the village Nuaparha, passing through Survey No. 61, 58, 59, 53, 2625, 96, 124, 102, 2482, 104, 116, 2485 and intercept by common village boundary between Nuaparha and Kusumpal at point No.7. From Point No.7 to Point No.9 the block boundary moved West direction up to the Point No.8, the vertex point, and take clock wise turn to move in South-West direction up to the Point No.9, block boundary moved across the village Kusumpal, passing through Survey No. 639, 654, 667, 655, 656, 664, 657, 659, 660, 634, 633, 694, 621, 622, 624, 627, 484 and intercept by common village boundary between Kusumpal and Aunli at point No.9. From Point No.9 to Point No.10 the block boundary moved in South-West direction, across the village Aunli, passing through Survey No. 610, 601, 2453, 453, 443, 374, 416, 417, 414, 415, 413, 412, 2274, 407, 317, 238, 241, 238, 216, 215, 217, 215, and intercept by common village boundary between Aunli and Raibandha at Point No.10. From Point No.10 to Point No. 11 the block boundary moved in South-West direction, across the village Raibandha, passing through Survey No.221,222,250 and intercept by common village boundary between Raibandha and Khaeraberani at Point No.11. From Point No.11 to Point No.14 the block boundary encircled the village Khaeraberani, moved in South-West direction up to Point No.12, the vertex point, and take a clock wise turn to move in South direction up to the Point No.13, the vertex point at the rise side bank edge of the Aunli Nadi, and take a clock wise turn to move in South-East direction along the rise side bank of the AunliNadi up to Point No.14, passing through Survey No. 54, 52, 51, 28, 45, 37, 38, 39, 44, 43, 133, 127, 128, 1291, 128, 125, 135, 159, 161, 2501, 738, 737, 738, 736, 760, 907, 908, 760, 910, 911, 930, 760 and intercept by common village boundary between Khaeraberani and Raipal at point No.14. From Point No.14 to point No.17 the block boundary moved in South-East direction along the rise side bank of the AunliNadi, across the village Raipal, passing through Survey No. 675, 674, 673, 680, 673, 906, 905, 2653, 908, 922, 932, 931, 933, 934, 2680, 936, 937, 938, 939, 940, 1738, 1746, 1750, 1751, 1752, 1753, 1754, 1755, 1794, 1801, 1802, 1806, 1805, 1812, 1813, 1879, 1876, 1890, 1898, 1905, 1906, 1907, 1910, 1911, 1912, 1928, 1930, 1931, 1925, 2092, 2091, 2090, 2089, 2088, 2087, 2085, 2072, 2076, 2077, 2199, 2197, 2130, 2146, 2148, 2149, 2196 and 2195 and intercept by common village boundary between Raipal and Khamara Jungle at point No.17. From Point No.17 to point No.20 the block boundary moved in South-East direction along the rise side bank of the Aunli Nadi across the village Khamara Jungle, and passing through Survey No.333,332,331,330,329,328,325, 324,321, 320, 318, 317, 312, 311, 310, 10,9, 11, 8,3, 12, 2, 18, 19, 23, 24, 25, 34, 80, 91, 90, 89, 91, 78, 79, 72, 74, 73, 60, 56, 54, 101, 102, 103, 107, 105, 120, 122, 121, 92, 144, 149, 1047, 150 and 151 and intercept by common village boundary between Khamara Jungle and Sarapal at point No.20. From Point No.20 to point No.28 the block boundary moved in South-East direction along the rise side bank of the Aunli Nadi across the village Sarapal, and passing through Survey No. 3401, 3402, 3396, 3399, 3398, 3397, 3395, 2, 773, 778, 770, 769, 767, 766, 2,68, 62, 67, 3, 23, 26, 25, 267, 266, 265, 264, 269, 389, 388, 381, 389, 1291, 1295, 1301, 1308, 1307, 1366, 1367, 1368, 1375, 1374, 1388, 1389, 2051, 2050, 2049, 2048, 2047, 1963, 1877, 1962, 1877, 1880, 1879, 1873, 1398, 1401, 1398 and 1400 and intercept by common village boundary between Sarapal and Bhalukhaidhip at point No.28. From Point No.28 to point No.29 the block boundary moved in North direction along the rise side bank of the AunliNadi, across the village Tangiri, and passing through Survey No.4, and intercept by common village boundary between Bhalukhaidhip and Tangiri at point No.29. From Point No.29 to point No.30 the block boundary moved in North-East direction along the rise side bank of the Aunli Nadi, across the village Bhalukhaidhip passing through Survey No.5137, and intercept by common village boundary between Bhalukhaidhip and Tangiri at point No.30. From Point No.30 to point No.37 the block boundary moved in North-East direction up to point No.36, along the rise side bank of the Aunli Nadi, and take the turn in anti clock wise direction to the extent of 90 degrees towards dip side bank of the Aunli Nadi, and intercept by common village boundary between Tangiri and Dhangurumunda at point No.37. The block boundary moved along the village Tangiri, and passing through Survey No. 10, 11, 12, 18, 655, 994, 995, 997, 1015, 1016, 1024, 1025, 1033, 1032, 1041, 1042, 1043, 981, 970, 969, 957, 954, 948, 949, 945, 940, 939, 937, 935, 929, 924, 926, 915, 913, 911, 1145, 1146, 1148, 1155, 1150, 1151, 866, 865, 864, 827, 829, 828, 827, 825, 824, 823, 737, 736 and 656 and intercept by common boundary between Tangiri and Dhangurumunda at point No.37. From Point No.37 to point No.38 the block boundary moved in North direction across the village Dhangurumunda passing through Survey No. 567, 565, 426, 563, 427, 428, 432, 433, 440, 441, 532, 531, 530, 449, 450, 452, 501, 474, 467 and 468, and intercept by common village boundary between Dhangurumunda and Tebudu at Point No.38. From Point No.38 to point No.1 the boundary moved in North direction along the village Tebudu, and passing through Survey No.628, 570, 574, 573, 578, 579, 593, 594, 602, 601, 603, 605, 617, 616, 614, 613, 635, 632, 631, 682, 650, 672, 671, 670, 675, 669, 691, 734, 733, 732, 731, 730, 746, 748, 749, 755, 765, 766, 776, 797, 798, 799, 800, 802, 803, 806, 807, 808, 824, 831, 842, 845, 849 and 848 and closed at point No.1.

Villages bounded by Sarapal-Nuaparha Coal Block wise, village boundary description:

Village: Tebudu: Boundary bounded by Point No.1,2,V1,V2, and 38:

The village Teбудu covered by block boundary at Point No.1, which is situated in Survey No.848. From Point No.1 to Point No.2 it is block boundary moved in West direction. From Point No.2 to Point No.V1, village common boundary between Teбудu and Teбудu jungle, which moved in South-West direction to the Point No.V1. From Point No.V1 to Point No.V2 it is village common boundary between Teбудu and Bhalukhaidhip, which moved in South direction to the Point No.V2. From Point No.V2 to Point No.38, it is village common boundary between Teбудu and Dhangurumunda, which moved in East direction to Point No.38. From Point No.38 to Point No.1 it is block boundary moved in North direction and closed at Point No.1.

Village: Teбудu Jungle: Boundary bounded by Point No.2, 3, and V1 :

From Point No.2 to Point No.3 it is block boundary moved in West direction. From Point No.3 to Point No.V1 it is village common boundary between Teбудu Jungle and Bhalukhaidhip, which moved in South-East direction to the Point No.V1. From Point No.V1 to Point No.2 it is village common boundary between Teбудu Jungle and Teбудu, which moved in North-East direction and closed at Point No.2.

Village: Bhalukhaidhip: Boundary bounded by Point No. 3, 4, V3, V4, V5, V6, V7, V8, V9, V10, 29, 30, V11, V12, V13, V14, V2 and V1 :

From Point No.3 to Point No.4 it is block boundary moved in West direction. From Point No.4 to Point No.V3 it is village common boundary between Bhalukhaidhip and Patakunda Jungle, which moved in South direction to the Point No.V3. From Point No.V3 to Point No.V7 it is village common boundary between Bhalukhaidhip and Patakunda, taking little flexure at Point No.V4,V5,V6, moved in south direction to the Point No.V7. From Point No.V7 to Point No.29 it is village common boundary between Bhalukhaidhip and Sarapal, taking flexure at Point No.V7 (towards East), Point No.V8(towards South), Point No.V9 to Point No.V10 (towards South-East) and moved in North-East direction to Point No.29. From Point No.29 to Point No.30 it is block boundary moved in North-East direction. From Point No.30 to Point No.V13 it is village common boundary between Bhalukhaidhip and Tangiri, taking flexure at Point No.V11 (towards North), Point No.V12 (towards North-East), and moved in North-East direction to Point No.V13. From Point No.V13 to Point No.V2 it is village common boundary between Bhalukhaidhip and Dhangurumunda, taking flexure at Point No.V13(towards North ), Point No.V14 (towards North), and moved in further North to Point No.V2. From Point No.V2 to Point No.V1 it is village common boundary between Bhalukhaidhip and Teбудu, moved in North direction to Point No.V1. From Point No.V1 to Point No.3 it is village common boundary between Bhalukhaidhip and Teбудu Jungle, moved in North direction and closed at Point No.3.

Village: Patakunda Jungle: Boundary bounded by Point No.4,5, V15, V16, V17, V18, V19, V20, V21, V22, V23 and V3:

From Point No.4 to Point No.5 it is block boundary moved in West direction. From Point No.5 to Point No.V19 it is village common boundary between Patakunda Jungle and Baghuaboli, taking flexure at Point No. 5 (towards South), Point No.V15(towards South-West), Point No.V16(towards South-East), Point No.V17 (towards South-East), Point No.V18(towards South-East) and moved in South-East direction to Point No. V19. From Point No. V19 to Point No. V3 it is village common boundary between Patakunda Jungle and Patakunda, taking flexure at Point No.V20(towards North-East), Point No. V21 (towards South-East), Point No.V22 (towards North-East), Point No. V23 (towards South-East) and moved in further South-East to Point No. V3. From Point No. V3 to Point No. 4 it is village common boundary between Patakunda Jungle and Bhalukhaidhip, moved in north direction and closed at Point No. 4.

Village: Baghuaboli: Boundary bounded by Point No. 5, 6, V24, V25, V26, V27, V28, V29, V30, V31, V32, V33, V34, V35, V36, V37, V19, V18, V17, V16 and V15:

From Point No.5 to Point No.6 it is block boundary moved in West direction. From Point No.6 to Point No.V36 it is village common boundary between Baghuaboli and NUAPARHA, taking flexure at Point No.6 (towards South-East), Point No.V24 (towards North-East), Point No.V25 (towards South), Point No.V26 (toward East), Point No.V27 (towards North), Point No.V28 (toward East), Point No.V29 (toward South-East), Point No.V30 (toward East), Point No.V31(toward South-West), Point No.V32 (toward East), Point No.V33 (toward South), Point No.V34 (toward North-East), Point No.V35 (toward South) and moved in South direction to Point No.V36. From Point No.V36 to Point No.V37 it is village common boundary between Baghuaboli and Sarapal, and moved in North-East direction to Point No.V37. From Point No.V37 to Point No.V19 it is village common boundary between Baghuaboli and Sarapal, and moved in North-West direction to Point No.V37. From Point No.V37 to Point No.V19 it is village common boundary between Baghuaboli and Patakunda, and moved in North direction to Point No.V19. From Point No.V19 to Point No.5 it is village common boundary between Baghuaboli and Patakunda Jungle, taking flexure at Point No.19(towards North-West), Point No.V18(towards North-West), Point No.V17(towards North-West), Point No.V16(towards North-East), Point No.V15(towards North), and further moved in North direction and closed at Point No.5.

Village: Nuaparha: Boundary bounded by Point No. 6, 7, V38, V39, V40, V41, V42, V43, V44, V45, V46, V47, V48, V49, V50, V51, V52, V53, V54, V55, V56, V57, V58, V59, V60, V61, V62, V63, V64, V36, V35, V34, V33, V32, V31, V30, V29, V28, V27, V26, V25 and V24:

From Point No.6 to Point No.7 it is block boundary moved in West direction. From Point No.7 to Point No.V38 it is village common boundary between Nuaparha and Kusumpal, moved in South direction to Point No.V38. From Point No.V38 to Point No.V60 it is village common boundary between Nuaparha and Aunli, taking flexure at Point No.V38(towards South-East), Point No.V39(towards South), Point No.V40(towards South-West), Point No.V41(towards South-East), Point No.V42 (towards North-East), Point No.V43(towards South-East), Point No.V44(towards South), Point No.V45 (towards South-East), Point No.V46 (towards South-West), Point No.V47 (towards South-East), Point No.V48 (towards South), Point No.V49 (towards South-East), Point No.V50(towards East), Point No.V51 (towards South), Point No.V52 (towards South-East), Point No.V53 (towards South), Point No.V54 (towards East), Point No.V55 (towards North), Point No.V56 (towards East), Point No.V57 (towards South), Point No.V58(towards East), Point No.V59 (towards South), and further moved in South direction to Point No.V60. From Point No.V60 to Point No.V36 it is village common boundary between Nuaparha and Sarapal, taking flexure at Point No.V60 (towards East), Point No.V61 (towards South-East), Point No.V62 (towards South-East), Point No.V63 (towards North-East), Point No.V64 (towards North-East), and further moved in North-East direction to Point No.V36. From Point No.V36 to Point No. 6 it is village common boundary between Nuaparha and Baghuabol, taking flexure at Point No.V36 (towards North), Point No. V35 (towards South-West), Point No.V34(towards North), Point No.V33 (towards North-West), Point No.V32 (towards North-East), Point No.V31 (towards West), Point No.V30 (towards North-West), Point No.V29 (towards West), Point No.V28 (towards South-West), Point No.V27 (towards West), Point No.V26(towards North), Point No.V25 (towards South-West), Point No.V24 (towards North-West), and further moved in North-West direction and closed at Point No. 6.

Village: Kusumpal: Boundary bounded by Point No.7,8,9,V65 and V38:

From Point No.7 to Point No.9 it is block boundary taking flexure at Point No.8 (towards South-West) to the Point No.9. From Point No.9 to Point No.V38 it is village common boundary between Kusumpal and Aunli, taking flexure at Point No.9(South-East),Point No.V65 (towards North-East) and further moved in North-East direction to Point No.V38. From Point No.V38 to Point No.7 it is village common boundary between Kusumpal and Nuaparha, moved in North direction and closed at Point No.7.

Village: Aunli: Boundary bounded by Point No. 9, 10, V66, V67, V68, V69, V70, V71, V72, V60, V59, V58, V57, V56, V55, V54, V53, V52, V51, V50, V49, V48, V47, V46, V45, V44, V43, V42, V41, V39, V38 and V65:

From Point No. 9 to Point No.10 it is block boundary moved in South-West direction. From Point No.V10 to Point No.V66 it is village common boundary between Aunli and Raibandha moved in South-East direction to Point No.V66. From Point No.V66 to Point No.V67 it is village common boundary between Aunli and Khaeraberani moved in South-East direction to Point No.V67. From Point No.V67 to Point No.V72 it is village common boundary between Aunli and Raipal, taking flexure at Point No.V68 (towards South-East), Point No.V69 (towards South-West), Point No.V70 (towards East), Point No.71 (towards North-East) and further moved in North-East direction to Point No.V72. From Point No.V72 to Point No.V60 it is village common boundary between Aunli and Khamara Jungle, moved in North-East direction to Point No.V60. From Point No.V60 to Point No.V38 it is village common boundary between Aunli and Nuaparha, taking flexure at Point No.V60 (towards North), Point No.V59 (towards West), Point No.V58 (towards North), Point No.V57 (towards West), Point No.V56 (towards South), Point No.V55 (towards West), Point No.V54 (towards North), Point No.V53 (towards North-West), Point No.V52 (towards North-West), Point No.V51 (towards West), Point No.V50 (towards North-West), Point No.V49 (towards North), Point No.V48 (towards North-West), Point No.V47 (towards North-East), Point No.V46 (towards North-West), Point No.V45 (towards North), Point No.V44 (towards North-West), Point No. V43 (towards South-West), Point No.V42 (towards North-West), Point No.V41 (towards North-East), Point No.V40 (towards North), Point No.V39 (towards North-West), and further moved in North-West direction to Point No.V38. From Point No.V38 to Point No. 9 it is village common boundary between Aunli and Kusumpal, taking flexure at Point No.V38 (towards South-West), Point No.V65 (towards North-West), and moved in further North-West direction and closed at Point No. 9.

Village: Raibandha: Boundary bounded by Point No.10,V66 and 11:

From Point No.10 to Point No.11 it is block boundary moved in South-West direction. From Point No.11 to Point No.V66 it is village common boundary between Raibandha and Khaeraberani, moved in South-East direction to Point No.V66. From Point No.V66 to Point No.10 it is village common boundary between Raibandha and Aunli, moved in North-West direction and closed at Point No.10.

Village: Khaeraberani: Boundary bounded by Point No. 11, 12, 13, 14, V73, V67 and V66:

From Point No.11 to Point No.14 it is block boundary moved in South-West to Point No.12, and taking flexure at Point No.12(towards South), Point No.13(towards South-East), and moved further South-East to Point No.14. From Point No.14 to Point No.V67 it is village common boundary between Khaeraberani and Raipal, taking flexure at Point No.14(towards North-East), Point No.V73(towards North-East), and further moved in North-East direction to Point No.V67. From Point No.V67 to Point No.V66 it is village common boundary between Khaeraberani and Aunli, moved in North-West direction to Point No.V66. From Point No.V66 to Point No.11 it is village common boundary between Khaeraberani and Raibandha, moved in North-West direction and closed at Point No.11.

Village: Raipal: Boundary bounded by Point No. 14, 15, 16, 17, V74, V72, V71, V70, V69, V68, V67 and V73:

From Point No.14 to Point No.17 it is block boundary, moved in South-East direction to Point No.15, and further moved in South-East direction to Point No.16 and taking flexure moved in North-East direction to Point No.17. From Point No.17 to Point No.V72 it is village common boundary between Raipal and Khamara Jangle, taking flexure at Point No.17(towards North), Point No.V74(towards West), and further moved in West direction to Point No.V72. From Point No.V72 to Point No.V67 it is village common boundary between Raipal and Aunli, taking flexure at Point No.V72(towards South-West), Point No.V71(towards North-West), Point No.V70(towards North), Point No.V69(towards North-West), Point No.V68(towards North-West), and further moved in North-West direction to Point No.V67. From Point No.V67 to Point No.14 it is village common boundary between Raipal and Khaeraberani, taking flexure at Point No.V67(towards South-West), Point No.V73(towards South) and further moved in South direction and closed at Point No.14.

Village: Khamara Jungle: Boundary bounded by Point No. 17, 18, 19, 20, V63, V62, V61, V60, V72 and V74:

From Point No.17 to Point No.20 it is block boundary, moved in North direction to Point No.18, and taking flexure at Point No.18(towards East) and further moved in East direction to Point No.19, and moved North-East direction to Point No.20. From Point No.20 to Point No.V63 it is village common boundary between Khamara Jangle and Sarapal, moved in North direction to Point No.V63. From Point No.V63 to Point No.V60 it is village common boundary between Khamara Jangle and Nuaparha, taking flexure at Point No.V63(towards North-West), Point No.V62(towards North-West), Point No.V61(towards West), and further moved in West direction to Point No.V60. From Point No.V60 to Point No.V72 it is village common boundary between Khamara Jangle and Aunli, moved in South-West direction to Point No.V72. From Point No.V72 to Point No.17 it is village common boundary between Khamara Jangle and Raipal, taking flexure at Point No.V72(towards East), Point No.V74(towards South), and further moved in South direction and closed at Point No.17.

Village: Sarapal: Boundary bounded by Point No. 20, 21, 22, 23, 24, 25, 26, 27, 28, V10, V9, V8, V7, V37 and V36:

From Point No.20 to Point No.28 it is block boundary, taking flexure at Point No.20( towards North-East), Point No.21(towards North-East), Point No.22( towards South-East), Point No.23( towards South-East), Point No. 24 ( towards South-East), Point No.25( towards South-East), Point No.26 ( towards South-East), Point No.27( towards North-East), and further moved in North-East direction to Point No.28. From Point No.28 to Point No.V10 it is village common boundary between Sarapal and Tangiri moved in North-West direction to Point No.V10. From Point No.V10 to Point No.V7 it is village common boundary between Sarapal and Bhalukhaidhip taking flexure at Point No.V10 (towards North-West), Point No.V9(towards North), Point No.V8(towards West), and further moved in West direction to Point No.V7. From Point No.V7 to Point No.V37 it is village common boundary between Sarapal and Patakunda moving in North-West direction to Point No.V37. From Point No.V37 to Point No.V36 it is village common boundary between Sarapal and Baghuaboli moved in South-West direction to Point No.V36. From Point No.V36 to Point No.V63 it is village common boundary between Sarapal and Nuaparha, taking Flexure at Point No.V36(towards South-West), Point No.V64 (towards South-West), and further moved in South-West direction to Point No.V63. From Point No.V63 to Point No.20 it is village common boundary between Sarapal and Khamara Jungle, moved in South direction and closed at Point No.20.

Village: Patakunda: Boundary bounded by Point No.V37, V7, V6, V5, V4, V3, V23, V22, V21, V20 and V19:

From Point No.V37 to Point No.V7 it is village common boundary between Patakunda and Sarapal, moved in South-East direction to Point No.V7. From Point No.V7 to Point No.V3 it is village common boundary between Bhalukhaidhip, taking flexure at Point No.V7(towards North), Point No.V6(towards North-West), Point No.V5(towards North-East), Point No.V4(towards North-West), and further moved in North-West direction to Point No.V3. From Point No.V3 to Point No.V19 it is village common boundary between Patakunda and Patakunda Jungle, taking flexure at Point No.V3(towards West), Point No.V23(towards South-West), Point No.V22(towards North-West), Point No.V21(towards South-West), Point No.V20(towards North-West), and further moved in North-West direction to Point No.V19. From Point No.V19 to Point No.V37 it is village common boundary between Patakunda and Baghuaboli, moved in South-East direction and closed at Point No.V37.

Village: Tangiri: Boundary bounded by Point No. 28, V10, 29(Triangle piece of plot No.4) and encircled by 30,31,32,33,34,35,36,37,V13,V12 and V11:

From Point No.30 to Point No.37 it is block boundary, taking flexure at Point No.30(towards North-East), Point No.31(towards North-East), Point No.32(towards North-East), Point No.33(towards North-East), Point No. 34 (towards North-East), Point No.35 (towards East), Point No.36(towards North), and further moved in North direction to Point No.37. From Point No.37 to Point No.V13 it is village common boundary between Tangiri and Dhangurumunda, moved in West direction to Point No.V13. From Point No.V13 to Point No.30 it is village common boundary between Tangiri and Bhalukhaidhip taking flexure at Point No.V13 (towards West), Point No.V12 (towards South), Point No.V11 (towards South-West) and further moved in South-West direction and closed at Point No.30.

Village: Dhangurumunda: Boundary bounded by Point No.37,38,V2,V14 and V13:

From Point No.37 to Point No.38 it is block boundary, moved in North direction to Point No.38. From Point No.38 to Point No.V2 it is village common boundary between Dhangurumunda and Tebudu, moved in West direction to Point No.V2. From Point No.V2 to Point No.V13 it is village common boundary between Dhangurumunda and Bhalukhaidhip, taking flexure at Point No.V2(towards South), Point No.V14(towards South), and further moved in South direction to Point No.V13. From Point No.V13 to Point No.37 it is village common boundary between Dhangurumunda and Tangiri, moved in East direction and closed at Point No.37.

[F. No. 43015/17/2016-LA&IR ]

RAM SHIROMANI SAROJ, Dy. Secy.

### मानव संसाधन विकास मंत्रालय

#### (उच्चतर शिक्षा विभाग)

नई दिल्ली, 10 अक्टूबर, 2019

**का. आ. 1833.**—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्न सारणी के स्तंभ(1) में उल्लिखित अधिकारी को सरकार के राजपत्रित अधिकारी के समकक्ष होने के नाते उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है जो उक्त सारणी के स्तंभ(2) में विनिर्दिष्ट सार्वजनिक परिसरों के संबंध में अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेगा और सौंपे गए दायित्वों का निर्वहन करेगा।

#### सारणी

अधिकारी का पदनाम	सार्वजनिक परिसर और अधिकारिता की स्थानीय सीमाओं के प्रवर्ग
(1)	(2)
प्रशासनिक अधिकारी, भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान, भोपाल।	भारतीय विज्ञान शिक्षा और अनुसंधान संस्थान, भोपाल से संबंधित या पट्टे पर लिए गए या उसके द्वारा या उसकी ओर से मांगे गए परिसर जो भोपाल जिले में इसके प्रशासनिक नियंत्रण में हैं।

[फा. सं. 37-06/2019-टीएस-VII]

श्वेता राव बी., उप निदेशक

**MINISTRY OF HUMAN RESOURCE DEVELOPMENT****(Department of Higher Education)**

New Delhi, the 10th October, 2019

**S.O. 1833.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being the officer equivalent to the rank of Gazetted Officer of Government, to be the estate officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on estate officer for the purposes of the said Act within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

**TABLE**

Designation of the officer	Categories of public premises and local limits of jurisdiction
(1)	(2)
Administrative Officer, Indian Institute of Science Education and Research, Bhopal.	Premises belonging to or taken on lease or requisitioned by, or on behalf of the Indian Institute of Science Education and Research, Bhopal, which are under its administrative control in Bhopal District.

[F. No. 37-06/2019-TS-VII]

SHWETHA RAO B., Dy. Director

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1834.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स राष्ट्रीय ताप विद्युत निगम, दादरी, जीबी नगर (यू.पी.) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ सं. 111/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.09.2019 को प्राप्त हुए थे।

[सं. एल-42012/34/2013- आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 10th October, 2019

**S.O. 1834.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/2013) of the Central Government Industrial Tribunal-cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to National Thermal Power Corporation, Dadri, GB Nagar (U.P.) & Others, and their workmen which were received by the Central Government on 25.09.2019.

[No. L-42012/34/2013-IR (DU)]

V. K. THAKUR, Section Officer

**ANNEXURE****IN THE COURT OF MS. PRANITA MOHANTY: PRESIDING OFFICER CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2, NEW DELHI****ID No.111/2013**

Surajpal Singh

...Workman

**Versus**

National Thermal Power Corporation, Dadri, GB Nagar (U.P.)

...Management

**AWARD**

This award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No.L-42012/34/2013/IR(DU) dated 22.07.2013 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

“Whether the action of the management of NTPC in terminating the services of Shri Surja Pal Singh, Pump Operator w.e.f. 18-4-1993 without complying of provisions of Section 25 F,G,H of Industrial Disputes Act is unjustified & illegal ? To what relief the workman is entitled to ?

2. Both parties were put to notice and the claimant/workman Surajpal Singh filed his statement of claim with the averments that he being a graduate was appointed by the Management on 10/7/1989 as Pump Operator at NTPC Campus, Dadri. His appointment was made by the Interview Board of NTPC after due compliance of eligibility criteria and verification of his documents. After his initial appointment on 10/7/1989 he performed his duties at Kendriya Vidhyala of NTPC, Dadri, Vidhyut Nagar, District Ghaziabad (UP) till 3/9/90 and thereafter, he worked at Old bank pump and worked with the Management under the control & supervision of its Officials namely Shri Maan Singh Verma, Supervisor and Shri R.K.Aggarwal, Engineer and Shri S.C.Chawla, Manager (Township) etc. He continuously worked there for more than 240 days in calendar year. His last drawn salary was Rs.3500/- per month. Since his services were not regularized by the Management, he filed a writ petition bearing No.3919 of 1993 before Hon'ble High Court of Allahabad inter alia praying for the relief of regularization. The services of the workman/claimant were illegally and unjustifiably termination w.e.f. 18/4/1993 by senior officers of the Management namely Shri R.K. Aggarwal, Senior Engineer and Shri Man Singh Verma, Supervisor verbally. The claimant continuously worked with the Management from the date of his appointment till his services were illegally terminated on 18/4/1993, in violations of the provision of Section 25-F, G and H of the Act because the Management neither displayed the seniority list of the workers nor complied with the provisions of “First come Last go”. Neither any memo nor charge sheet nor any notice nor notice compensation was given to him prior to termination of his services. The job against which the workman was working is of a regular and permanent nature. It is pleaded that the order of termination was given illegally and non employment was forced on him. The management has engaged fresh hands in his place as well as on other post Pump Operator . The claimant/workman approached the Conciliation Officer at Dehradun but to no avail due to adamant attitude of the Management. It is also pleaded that the workman is unemployed from the date of illegal termination of his services . He has prayed for reinstatement into service with full back wages and continuity of services & seniority etc. as well as full consequential benefits.

3. The Management resisted the claim of the workman by filing written statement and took preliminary objections inter-alia that there is no relationship of employer & employee between the parties as the claimant was never employed by the Management of NTPC rather he was employed w.e.f. 1/1/1993 as Operator cum watchman by the contractor M/s Alankar Nursery & Fams in whose favour contract “Operation & Maintenance of Water Supply & Sewerage Disposal Pumps” was awarded by NTPC. The workman was paid salary by the contractor. Since the workman was never appointed by NTPC, there was no question of NTPC, giving him any appointment letter, ESI, EPF benefit etc. It has been denied that the claimant was working continuously or he completed 240 days of work in every year. Prayer has been made for rejection of the claim petition.

4. The workman/claimant filed rejoinder, reiterating his own case as set up in the statement of claim and denied the allegations made out by the Management.

5. On the pleadings of the parties, following issues were framed 7/8/2014 :-

- (1) Whether the action of the Management of NTPC, Dadri, in termination the services of Shri Suraj Pal Singh, Pump Operator w.e.f. 18/4/1993 without complying of provisions of Section 25 F, G, & H of Industrial Disputes Act, 1947 is unjustified and illegal ? If so, its effect ?
- (2) Whether relationship of employer and employee exists between respondent and workman ? If so, its effect ?



(3) To what relief the workman is entitled to ?

6. In order to prove his case, the claimant examined himself as WW1. He filed his affidavit Ex.WW1/A and placed reliance on the documents Ex.WW1/1 to Ex.WW1/19. On the other hand, the Management examined one Shri Omender Singh as MW1 who claimed to be the Site Manager of M/s Alankar Nursery & Farms besides examining Shri Nikesh Kumar, Senior Manager (HR) as MW2, who filed his affidavit Ex.MW2/A and relied on documents Ex.MW2/1, Ex.MW1/1 & Ex.MW1/2.

7. I have heard Shri S.P. Saxena, A/R for the claimant and Shri Rajesh Mahindru, A/R for the Management and have gone through the records carefully. My findings on the above issues are as follows.

#### **Issue No. 2 :-**

8. Firstly I propose to answer issue No.2 which goes to the root of controversy between the parties.

9. Ld. AR appearing on behalf of the Management strongly contended that there is no relationship of employer and employee between the Management & claimant, nor the claimant has completed 240 days of service in a calendar year, preceding to his alleged termination. As such, provisions of Section 25-F of the Act are not applicable to the case in hand. It was also contended that onus is also upon the claimant to prove that he was in the employment of the Management and has completed more than 240 days in a calendar year.

10. Per contra, learned A/R appearing on behalf of the Claimant submitted that the workman was appointed by the Management of NTPC on 10/7/1989 as Pump Operator at NTPC Campus, Dadri. His appointment was made by the Interview Board of NTPC after due compliance of eligibility criteria and verification of his documents. The workman worked under the Management for more than three years till 18/4/1993 when his services were illegally terminated. As such there exists relationship of employee & employer between the parties.

11. There is no dispute about proposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the Management. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to *Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.*

12. This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein. In this respect, it is appropriate to refer to the affidavit Ex.WW1/A of the claimant. It is clear from the perusal of the affidavit Ex.WW1/A that it is in consonance with the pleadings i.e. statement of claim filed by the claimant. He has filed on record a number of documents viz. copies of Log Book register as Mark-A to J, performance certificates and identity card issued by the Principal of Kendriya Vidyalaya NTPC as Ex.WW1/1, Ex.WW1/2 and Ex.WW1/5 respectively; copy of the identity card; request letter dated 6/4/92 issued by Shri P.N. Dhyani to Security Staff for permission to the claimant./workman to carry Jerry Cane of Sodium H/Chloride from T/S office to Pump House as Ex.WW1/3; copy of leave application (Ex.WW1/4) which the workman had addressed to the Supervisor, Water Supply & Maintenance, NTPC for grant of leave from 20/7/92 to 28/7/92 for (Kaanwar) visiting to Haridwar etc. etc. In cross examination, he explained that he was recruited by Shri G.M. (General Manager) Narula whom he had met through his father in law and his interview as taken on 3/7/90 and he was ordered to join duty on 10/7/90. He admitted that vacancies were not published against which he was recruited. Neither any interview letter nor any appointment letter was issued to him. He volunteered that during his service, the Management had obtained his signatures on log book. He admitted having no written proof that he was paid salary by NTPC. He also admitted having filed a writ petition bearing No.3919 of 1993 before Allahabad High Court copy of which is Ex.WW1/M-1. He denied the suggestion that he was working as contractual worker w.e.f. 10/7/89 to 13/8/1991 with M/s Rana Electrical Works and that w.e.f. 14/8/1991 to 31/12/1992 he was working with contractor/s M/s BCC Developers and Promoters Pvt. Ltd. as watchman cum Operator. He has been cross examined at length but nothing incriminatory came out to shake his testimony.

13. MW1 Omender Singh claiming to be Site Incharge of M/s Alankar Nursery & farms testified that his uncle Dharmender Singh was the Proprietor of aforesaid firm which had entered into contract with NTPC w.e.f. 1/1/1993 and that the workman/claimant had worked as a contract labour w.e.f. 1/1/93 for about three to four months. According to him, the workman Suraj Pal Singh was removed from service as his work was not satisfactory and he was paid all dues. He admitted that documents Ex.MW1/1 and Ex.MW1/2 are not original but photocopies.

14. Affidavit Ex.MW2/A filed by MW2 Nikesh Kumar, Senior Manager (HR) of NTPC is in consonance with the contents of the written statement. This witness had also filed additional affidavit Ex.MW2/B. In cross examination he clarified that NTPC issues identity cards to its permanent employees only. Showing his ignorance that the workman had worked for NTPC from 10/7/89 till his termination, he volunteered that he might have been engaged through contractor

working for NTPC. He explained that unless records are verified by him, he could not say if in the year 1992 NTPC had issued Identity Cards to 27 persons and a list in this regard was prepared. He also could not say if persons junior to the workman/claimant as per list were made regular, ignoring the seniority of the workman.

15. It is a matter of record that an application under Section 11 read with rule 15 of the Act was filed on behalf of the claimant, seeking production of documents by the Management of NTPC, vis-à-vis list of pump operations as well as seniority list of pump operator of NTPC Dadri Zone who worked during the year 1989 till 1993, log book register for the period intervening 10/7/89 to 29/5/1992 in respect of duties performed at Old Bank Water Supply Pump of the Management etc. but the same were not produced simply on the plea that summoned documents were not in possession of the Management. There is categorical version of the workman/claimant that after his initial appointment/recruitment on 10/7/1989, he had performed his duties at Kendriya Vidhyalaya of NTPC, Dadri, Vidhyut Nagar, District Ghaziabad (UP) till 3/9/90 and thereafter, he worked at Old bank pump and worked with the Management under the control & supervision of its Officials namely Shri Maan Singh Verma, Supervisor, Shri R.K. Aggarwal, Engineer and Shri S.C. Chawla, Manager (Township) etc. His version finds support from the documents Ex.WW1/1, Ex.WW1/2 and Ex.WW1/5 respectively which are performance certificates and identity card issued by the Principal of Kendriya Vidyalaya NTPC. Moreover there appears signatures of the workman Suraj Pal Singh pertaining to the entries made in the log book register, copies of which have been filed on record as Mark-A to J. Since the Management failed to produce the record pertaining to Log Book entries, this Tribunal has to draw adverse inference against it and to presume that documents Mark-A to J are genuine one. The Management has not produced originals of documents Ex.MW1/1 and Ex.MW1/2 to show that the workman Suraj Pal Singh was engaged by M/s Alankar Nursery & Farms w.e.f.1/1/1993. On the other hand, documents Ex.WW1/1, Ex.WW1/2, Ex.WW1/5 as well as documents Mark A to J clearly show that the claimant performed duty of Pump Operator under the control and supervision of the Management continuously from 10/7/1989 to 18/4/1993 and as such he worked for more than 240 days in a calendar year preceding the date of his termination.. Even if it is presumed that the claimant was engaged by the Management on casual or daily rated or temporary basis, in that eventuality also there existed relationship of employer-employee between the Management and claimant. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

*"The source of employment, the quantum of recruitment, the terms & conditions of employment/contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."*

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. Consequently, it is held that there existed relationship of employee –employer between the workman/claimant and the Management. This issue is decided accordingly in favour of the workman.

### **Issue No.1 and 3:-**

16. Both these issues being inter-connected are taken up together. It is the case of the claimant/workman that although he continuously worked under the Management from 10/7/1989, his services were terminated w.e.f. 18/4/1993 without issuing any notice or without any notice pay/compensation. Entire case of the Management is based on the plea that the claimant was not its employee. This Tribunal has already held that there existed relationship of employer-employee between the parties. The Management has not adduced any evidence to show that any notice or compensation in lieu of notice period was given to the claimant by the Management prior to termination of his services w.e.f.18/4/1993. As such termination of the claimant/workman by the Management was in violation of provisions of Section 25-F of the Act.

17. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

#### **"25-F : Conditions precedent to retrenchment of workmen –**

**No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until –**

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that either any notice was issued by the Management or notice pay/compensation was paid to the workman/claimant prior to his termination. As such, the Management has violated the provisions of Section 25-F of the Act.

18. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management illegal and void under the law.

19. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to him, such action of the Management in terminating the services of the workman w.e.f. 18/4/1993 is held to be illegal and void.

20. Now the residual question is whether the claimant/workman is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. Testimony of the claimant that he continuously worked with the Management from 10/7/1989 to 18/4/1993, has gone un rebutted. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workman as Pump Operator is considered to be of perennial and regular nature. The claimant has pleaded and testified that he is totally unemployed since his termination on 18/4/1993. No evidence to the contrary has been adduced by the Management. Even if it is assumed that the workman/claimant is doing intermittent job, that can not be considered to be regular gainful employment of the claimant/workman herein. As per own version of the claimant, his services were illegally terminated w.e.f. 18/4/1993. Prior to that he had filed a Civil Misc. Writ Petition No.3919 of 1993 (Ex.WW1/M-1) before Hon'ble High Court of Allahabad, seeking regularization of his services and the said writ was dismissed on 27/7/2005 as stated in para 8 of the Statement of Claim. He had given representation dated 27/8/2012 to the ALC/Conciliation Officer and conciliatory efforts ended in failure on 29/1/2013, resulting into the present reference. A considerable period has gone between the date of his termination of service and the present reference, which is an important aspect. There is nothing on record to show that the workman was holding permanent post or that he was a permanent/regular employee of NTPC drawing salary in proper pay-scale. As per his own case, his last drawn wages were Rs.3500/- per month.

21. Hon'ble Apex Court in the case of **General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716** observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.*"

22. In the case of **Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190**, it was observed by the Apex Court as under :-

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically be passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wager has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post of a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.

23. Having regard to the judicial trends and facts & circumstances of the present case, this Tribunal considers that compensation amount of Rs.3 lakhs (Rupees Three Lakhs) will be just and reasonable. Therefore, compensation amount of Rs.Three Lakhs is hereby awarded in favour of the claimant/workman which shall be paid by the Management within three months from the date of publication of the Award, failing which the claimant will be entitled to recover the same alongwith interest @ 6% p.a. from the date of publication of Award till realization. Award is passed accordingly.

Let copy of this Award be sent for publication as required under Section 17 of the Act.

Date :

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1835.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महाप्रबंधक, भारत संचार निगम लिमिटेड, देहरादून, उत्तराखंड और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ सं. 92/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.09.2019 को प्राप्त हुए थे।

[सं. एल-40012/32/2014-आईआर (डीयू)]

बी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1835.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92/2015) of the Central Government Industrial Tribunal-cum-Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Sanchar Nigam Limited, Dehradun, Uttarakhand & Others, and their workmen which were received by the Central Government on 25.09.2019.

[No. L-40012/32/2014-IR (DU)]

V. K. THAKUR, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI****Present:** Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour

Court-II, New Delhi.

**INDUSTRIAL DISPUTE CASE NO. 92/15****Date of Passing Award- 22<sup>nd</sup> July, 2019****Between:**

Shri Roshan Lal,  
S/o Shri Jaya Das,  
C/o Shri Govind Singh Bisht,  
State President Bhartiya Mazdoor Sangh,  
16A, Rajpur Road, Dehradun,  
Uttarakhand.

...Workman

**Versus**

The General Manager,  
Bharat Sanchar Nigam Limited,  
Dehradun Telecom District,  
Dehradun, Uttarakhand.

...Management

**Appearances:-**

Shri Govind Singh, (A/R) : For the Workman

None for the management (A/R) : For the Management

**AWARD**

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of Bharat Sanchar Nigam Limited, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L- 40012/32/2014 (IR(DU)) dated 09.09.2014 to this tribunal for adjudication to the following effect.

“Whether the action of the management of Dehradun Telecom District, BSNL, Dehradun in retrenchment from the services of workman Shri Roshan Lal S/o Shri Jaya Das w.e.f. 01.08.2012 is legal and justified? If not, what relief the workman is entitled to?”

As per the claim statement the claimant was engaged in the office of the BSNL Dehradun on 01.10.1997 as a casual employee on a daily wage of Rs. 80/-. He was entrusted with the job of laying of cables. In March 1998 he was appointed on a monthly salary of Rs. 1200/- but no appointment letter was issued to him. Not only that for payment of salary, no salary slip was provided to him. After 2010 the management continued to credit his salary in his Bank Account. Besides the salary the claimant was not getting any other benefit. On several occasions the demand raised by him ended with assurance by the management that his service will be regularized soon. Though on periodical intervals his salary was enhanced and in December 2010 he was getting Rs. 4500 per month his request for regularization was turned down. On the contrary in March 2012 he was informed that the Managing Director has instructed for his termination and if he so wishes can continue to work on monthly salary of Rs. 2500/-. By that time the claimant had completed 240 days of work for the management in the preceding Calendar year. On 01.08.2012 when the claimant was travelling to Vikas Nagar for collection of his 3 months' salary, the bus met with an accident leading to death of 27 passengers and the claimant was admitted in hospital having sustained serious and grievous injuries. He remained confined to bed for 7 months. On 01.03.2013 when he went to the office of the management was informed that his service has been terminated and another person has been employed in his place. Till 12.11.2014 the claimant made several representations for his reinstatement. Having failed in his effort he raised a dispute before the Labour Commissioner where steps were taken for conciliation. The conciliation proceeding also failed and appropriate government referred the matter to this tribunal for adjudication.

Being noticed the management appeared and filed WS denying employer employee relationship with the workman. It has been stated that the claimant was never engaged by the management either as a casual or as a regular employee. He was working as a need based worker on wage basis. The management had engaged contractors through proper tendering process for execution of different works. If at all the claimant was engaged through any contractor, he cannot claim reinstatement or any other benefits from the management. Thereby the management has denied the claim and submitted for dismissal of the same.

In the rejoinder the claimant has stated that in 1997 he was engaged by the Sub Divisional Engineer Tyuni and continued to work there till 2000. In the year 2000 he was deputed to work at Chillahad where a new exchange was opened for installation of meters. During that period he was also executing the work of cable laying and also discharging all the duties of Class-IV employees in the office of the management.

On the basis of this pleading following issues were framed for adjudication.

1. Whether the action of the management Dehradun Telecom District in retrenchment of service of the workman is legal and justified.
2. To what relief the workman is entitled to and from which dated.

During course of hearing the claimant examined himself as WW1 but did not exhibit any document to prove his stand though he has filed photocopies of several documents. On behalf of the management the proceeding was abandoned after filing of WS and as a result thereof no cross examination was made to the witness of the claimant and management has been proceeded ex-parte and no oral or documentary evidence has been adduced by the management.

### FINDINGS

At the outset of the argument the Ld. A/R for the claimant submitted that the case of Roshan Lal is a clear example of unfair labour practice in the hands of the employer. He also argued that the claimant started working for the management on 01.10.1997 as a casual worker and subsequently in the month of March 1998 he was appointed on a monthly salary of Rs. 1200/-. No appointment letter was issued to the claimant but he was assured about the regularization of his service. At that time he was getting his salary by cash on furnishing vouchers. Since the year 2010 the management was crediting the salary in the bank account. In the year 2001 the department of Telecommunication was changed to the BSNL and at that time new Telephone Exchanges were opened at various places. He was asked to discharge the work as Cable Joinder, Telephone Repair and redressal of the complaints of the customers. Then he was known as the Telephone Lineman. In the year 2011 his monthly salary was Rs. 4500/- and since October 1997 he was working continuously for the management and had completed work for 240 days and more in a calendar year. When he was discharging his duty with utmost satisfaction of the management on 16.09.2011 he was informed that the General Manager has instructed for his removal from service and ultimatum was given to him to work on a reduced monthly remuneration of Rs. 2500/-. Being the only bread earner of the family he had no option than to accept the same and continued to work on the monthly remuneration of Rs. 2500/-. For all practical purposes he was discharging his duty as an employee of BSNL. On 01.08.2012 when he was travelling from Tyuni to Vikas Nagar to collect his salary, met with a serious accident and remained confined to bed for 7 months. After recovery when he reported for duty, was told that his service has been terminated. Through two numbers of Cheque Rs. 4182/- and 8719/- was deposited in his bank account towards his PF dues. From 01.10.1997 to 01.08.2012 the claimant had worked for the BSNL continuously for 14 years and 11 months. The management illegally terminated his service without complying with the provisions of section 25-F of the ID Act and at no point of time any disciplinary action was taken against him. Thereby the claimant has prayed for reinstatement to service and other consequential benefits.

The claimant adduced evidence as WW1 exactly in the line of his averment made in the claim statement. He also filed some documents to prove his continuous employment with management No.1 BSNL. This oral and documentary evidence of the claimant has not been controverted in any manner by the management since the management did not cross examine him. The documents relied upon by the workman are series of letter written by different customers to the sub Divisional Engineer BSNL expressing satisfaction that the claimant Roshan Lal attended the fault of the Telephone and made it functional. Those letters relate to the period between 2000 to 2012 on different dates. The claimant has also filed the bank statement showing credit of his salary. The documents also include the directions issued by the SDE to the claimant Roshan Lal for repair of the faulty telephones. Of course all these documents are photocopies and relate to the time period between 2006 to 2012. On the basis of these documents the Ld. A/R for the workman argued that the officials of the management were treating the claimant as their employee for all practical purposes and for that reason he was being given direction to attend the faults in the telephone lines of the customers. He also drew the attention of the tribunal to the photocopy of the FIR lodged by the claimant for theft of telephone cables as an employee of BSNL. At the cost of repetition be its stated here that the evidence of the workman has not been challenged or controverted by the management. Thus from the material on record it is to be seen if the claimant was the employee of the management and if he was a victim of unfair labour practice and entitled to the relief sought for.

In order to decide the legality of the alleged act of termination it is necessary to decide first if there existed any employer employee relationship between the claimant and the management. Except BSNL no other person or establishment is a party in this proceeding. Since, the management has not adduced any evidence the WS filed by him is to be looked into for this purpose.

The management has denied its relationship as employer with the claimant. It has also taken a stand that at no point of time the claimant was even engaged as a daily wage or casual worker by the management and thus, the question of his

termination by the management doesn't arise. With this the management has challenged the claim as baseless and not maintainable.

In his pleading and oral statement the claimant has admitted not to have received any appointment letter or other documents to prove his employment with the management. Since the management was proceeded ex-parte, he could not compel the management to produce the originals of the document which have been filed by him as photocopies. In such a situation from the given materials a heavy duty is cast upon the tribunal to find out the alleged employer employee relationship.

In absence of documents regarding employment the employer employee relationship can be ascertained from the circumstances like effective control of the management over the workman. In the case of **Chintaman Rao reported in 1958(II) LLJ 252** the Hon'ble Supreme Court had ruled that the concept of employment involves 3 ingredients. (I) Employer (II) Employee (III) the contract of employment. The employer is one who engages the service of the other person. The employee is one who works for another for hire. The employment is the contract of service between the employer and employee where under the employee agrees to serve the employer subject to this control and supervision. In the case of **Shankar Balajiwal vs. State of Maharashtra reported in 1962(1) LLJ 119** the Hon'ble Supreme Court have clarified that the control of the management which is a necessary element of the relationship of master and servant is not directed towards providing or dictating the nature of article to be produced but refers to other incident having bearing on the process of work the person carries out. Thus, from the above analysis of the principle of law, it emerges that the effective control is a test to determine the employer employee relationship between the parties.

In this proceeding the workman has all along maintained that he was working under the supervision and control of the SDE BSNL and discharging the functions of a regular employee. He has also stated so while testifying as WW1. On his behalf photocopies of document have been filed which in absence of better evidence lead to a conclusion that being directed by the SDE he was attending the faulty telephones and at the end of the day reporting compliance to the SDE. The copy of the bank statement filed by him also discloses remittance of the monthly salary in his account by BSNL and deposit of his EPF dues by the BSNL when his service was terminated. Against this oral and documentary evidence the bald denial of the management holds no good to disbelieve the contention of the claimant/workman.

Once it is proved that the claimant/workman was working for the management and the evidence suggest that the tenure of work was from 1997 to August 2012 spreading over 14 years it is to be seen if the service of the claimant was terminated illegally and he was made a victim of unfair labour practice. In this regard the Ld. A/R for the claimant drew the attention of this tribunal to the provisions of section 25T of the Industrial Dispute act 1947 read with schedule 5 of the Act and submitted that discharge or dismissal of the workman by way of victimization amounts to unfair labour practice and no employer shall commit any unfair labour practice to the employee. He also submitted that the management while terminating the service of the workman/claimant failed to comply with the provisions of section 25-F of the Industrial dispute act which amounts to victimization and unfair labour practice. To support his contention he has placed reliance in the case of **Krishna Bahadur vs. M/s Purna Theater and others reported in 2004(6) Supreme 313** and submitted that compliance of the provision of section 25-F is mandatory and contravention of the same would render the termination illegal.

The claimant has pleaded that the provisions of section 25-F were not complied when his service was terminated. The management has not replied to the same in any manner except denying the employer employee relationship. Thus, from the materials on record it is evident when the service of the claimant was terminated the provisions of section 25-F were not complied.

It is now to be seen what would be the consequence when the provisions of section 25-F is not complied. The workman by filing various documents and by adducing oral evidence has successfully proved that he had work for 240 days and more in a calendar year for the management. Thereby the workman has discharged his primary burden of proving the same. No evidence contrary to the same has been adduced by the management. In the case of **Jasmer Singh vs. State of Haryana and another reported in (2015) 4 SCC 458** the Hon'ble Apex Court have held that when the workman proved completion of 240 days of work in a calendar year by the management, the termination would be void abinitio for non compliance of section 25-F, 25-G, 25-H of the industrial dispute act. It is the case of the claimant that neither he was served with retrenchment notice, notice pay, or retrenchment compensation. Hence, it is held that the termination of service of the claimant who had completed work for 240days or more in a calendar year for non compliance of the provisions of section 25-F, 25-G, 25-H of the Industrial Dispute Act is illegal.

The claimant has prayed for reinstatement into service with full back wages. The settled position of law that if the termination for non compliance of 25-F is held to be illegal it would be deemed as if the said order was never in operation and therefore the employee would be deemed to be continuing in service. In the case of **Municipal Council Dena Nagar, Tehsil and District Gurdaspur vs. Presiding Officer Labour Court reported in 2014(4) SCT 514** the full bench of the Hon'ble High Court of Punjab and Haryana have culled out the following principles for adjudication of the claims of the claimant by the Labour Court.

- (i) keeping in view the recognized power of Industrial Tribunal to direct reinstatement on account of the violation of section 25-F of the Act the same cannot be denied solely on the ground that appointment were made by the public body against the public posts and were not in accordance with the relevant statutory recruitment rules.
- (ii) The settled position of law is that the provisions of section 25-F being mandatory, on account of violation of the same the retrenchment would be void ab initio as if it was never in operation and, therefore the employee would be deemed to be continuing in service.
- (iii) The right of reinstatement, however, is not an automatic right and as such while directing reinstatement the Labour Court will have to take into consideration various aspects as the nature of appointment availability of post, length of service etc.

In this case the admitted position is that the claimant had worked for the management for a period of 14 years and had completed 240 days of work in a calendar year. The nature of work discharged by him was of permanent character and the order of termination was passed without following the procedure laid u/s 25-F,G,H of the ID Act, which makes the order illegal and ab initio void. All these circumstances taken together lead to a conclusion that the claimant is entitled to the relief of reinstatement with all back wages for his victimization of unfair labour practice by the management. Hence, ordered.

### ORDER

The reference be and the same is answered in favour of the claimant and it is held that the order of termination dated 01.04.2012 passed by the management Dehradun Telecom District BSNL is illegal and unjustified. The workman is entitled to the relief of reinstatement with all back wages. Management is directed to reinstate the workman to service with immediate effect after this award is made enforceable. The Back wages accrued shall be paid to the workman within 2 months from the date when the award would become enforceable failing which the same shall carry interest @ 9% per annum from the date of accrual till the final payment is made. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

.22<sup>nd</sup> July, 2019

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1836.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ऑल इंडिया रेडियो, आकाशवाणी भवन, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 108/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.09.2019 को प्राप्त हुए थे।

[सं. एल-42025/07/2019- आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1836.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 108/2018) of the Central Government Industrial Tribunal-cum-Labour Court-2 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The All India Radio, Akashwani Bhawan, New Delhi & Others, and their workmen which were received by the Central Government on 25.09.2019.

[No. L-42025/07/2019-IR (DU)]

V. K. THAKUR, Section Officer



**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

**Present:** Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

**INDUSTRIAL DISPUTE CASE NO. 108/2018****Date of Passing Award- 6<sup>th</sup> August, 2019****Between:**

Smt. Priyanka,  
D/o Shri Virender kukreja,  
R/o B.G-65, Madangir,  
Dr. Ambedkar Nagar,  
New Delhi- 110062.

Through- Industrial Workers Union, Office- F-328,  
Gali No.- 22, Sadh Nagar-2, Palam Colony,  
New Delhi- 10045.

... Workman

**Versus**

1. M/s. All India Radio, Akashwani Bhawan,  
Sansad Marg, New Delhi- 110001.

2. M/s. Trio Security & Intelligence Pvt. Ltd.  
I-36, Lajpat Nagar, 1<sup>st</sup> Basement,  
New Delhi.

...Managements

**Appearances:-**

Shri Piyush Sharma (A/R) : For the Workman.

None for the management (A/R) : For the Management

**AWARD**

This is an application filed u/s 2-A of the ID Act by the claimant praying inter alia a direction to the management No. 1 and 2 for reinstating her into service alongwith all benefits like back wages unemployment compensation continuity of service and cost of litigation etc.

As per the claim statement the claimant was working with the management No.1 as a data Entry operator since 15.08.2008 on a monthly salary of Rs. 17,710/-. During the course of her employment she was discharging her duties with sincerity and efficiency giving no scope to her employer of complaint. But she was not getting the benefits like leave salary, overtime salary etc. The management was not providing pay slip attendance card etc to her though she was demanding the same again and again. During this period the claimant had to go for maternity leave. After returning from maternity leave when she wanted to join her duty the management did not allow her. On the contrary on 22.02.2018 terminated her service. During such termination no termination compensation, duty pay, notice of termination or notice pay in terms of section 25-f of the ID Act was allowed. When her request for engagement in work was turned down she served a demand notice and lodged a claim before the Labour Commissioner on 13.03.2018. The attempt for conciliation failed and the claimant filed the present claim petition, praying the relief of reinstatement of service with back wages.

Though notice was issued to management No.1 All India Radio and management No.2 M/s Trio Security and intelligence Pvt. Ltd., none appeared. Thus by order dated 11.02.2019 both the management was set ex-parte and workman was asked to adduce evidence.

The claimant/workman filed affidavit as her evidence alongwith some documents. The documents have been marked as WW1/1 to WW1/4. These documents include the temporary entry pass issued by All India Radio the I-card issued by All India Radio the maternity leave application submitted by the claimant to the ADG-E(development) All India Radio and the postal receipt of the demand notice, copy of the demand notice etc.

The claimant submitted her evidence in the line of the claim statement and has stated that she was appointed by the management No.1 as a Data Entry Operator w.e.f. 15.08.2008 on a monthly salary of Rs. 17,710/- she was issued I-card for her entry into the work place by the management. She is not aware of any contract or understanding between management No.1 and 2. While working so on 02.08.2017 submitted a application for grant of maternity leave for a period of 6 months from 21.08.2017 to 21.02.2018. Her leave application was recommended for approval by the Additional Director General All India Radio. After availing the maternity leave when she reported for work on 22.02.2018, was informed about termination of her service by the management without giving any notice and complying with the provisions of section 25 of the ID Act. Being aggrieved she had raised a claim before the Assistant Labour Commission where conciliation was taken up. By filing the failure report issued by the Conciliation officer she has stated that for the non cooperation of the management the conciliation could not reach the desired conclusion. With such assertion she has pleaded that the action of the management amounts to unfair labour practice and she is entitled to the relief of reinstatement to service with back wages and other consequential benefits.

As stated above the evidence of the claimant has remained uncontroverted. The document marked as WW1/1, WW1/2, and WW1/3 has proved that during the relevant period the claimant was working for management No.1 which was exercising and supervision and control over her work. The management No.1 being a Government of India department is expected to be a model employer but acted in an illegal manner in terminating the service of the claimant without following the provisions of section 25-F of the ID Act. Hence it is held that the claimant is entitled to the relief sought for. Hence, ordered.

### ORDER

The claim be and same is allowed in favour of the claimant and against the respondent. The management No.1 All India Radio is directed to reinstate the claimant into service with immediate effect and maintain continuity of her service between the period of alleged termination and reinstatement. It is further directed that the management shall pay 30% of the monthly salary of the claimant which accrued between the date of alleged termination and reinstatement without interest. This amount shall be paid to the claimant within 2 months from the date when the award becomes enforceable. Failure on the part of the management to comply the direction shall entail upon the management to pay the compensation as directed above for the intervening period between the termination and the reinstatement alongwith interest @ 9% from the date of accrual till the final payment is made. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

6<sup>th</sup> August, 2019

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1837.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स रजिस्ट्रार, जामिया हमदर्द (डीम्ड यूनिवर्सिटी), नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 114/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.09.2019 को प्राप्त हुए थे।

[सं. एल-42012/55/2013- आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1837.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 114/2013) of the Central Government Industrial Tribunal-cum-Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Registrar, Jamia Hamdard (Deemed University) New Delhi & Others, and their workmen which were received by the Central Government on 25.09.2019.

[No. L-42012/55/2013-IR (DU)]

V. K. THAKUR, Section Officer

**ANNEXURE****IN THE COURT OF MS. PRANITA MOHANTY: PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2, NEW DELHI****ID No. 114/2013**

Mohd. Merajuddin s/o. Shri Alla Mehar Khan,  
R/o. J-3 Hamdard Nagar Campus,  
New Delhi 110062

...Workman/Claimant

**Versus**

Jamia Hamdard (Deemed University),  
Hamdard Nagar,  
New Delhi 110012.  
Through Registrar

...Management

**AWARD**

A reference was made to this Tribunal by the appropriate Government vide letter No. L-42012/55/2013-IR(DU) dated 9/9/2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

‘Whether the action of the Management of Jamia Hamdard University in terminating the services of the workman Md. Merajuddin s/o. Shri Alla Sher Khan is illegal and unjustified ? To what relief the workman concerned is entitled to and what directions are necessary in this respect ?’

2. Both parties were put to notice and the claimant/workman Mohd. Merajuddin filed statement of claim, with the averments that he was appointed by the Management as Library Attendant vide appointment letter dated 12/8/1977. He served the Management for 27 years till his services were illegally terminated on flimsy grounds. According to him, in the month of August/September, 2002 he visited his hometown at Aligarh and because of his severe illness he could not join his duty. However, as a dutiful employee he communicated to the Management about his illness through FAX and even furnished a medical certificate about his illness. Though the workman was not fully well, but inspite of that he joined his duty on 20/1/2003 and also submitted his medical certificate. Subsequently it came to his knowledge that he was charge-sheeted for his absence from duty, on 26/2/2003, for minor penalty proceedings under Rule 10, Section IV of the General By Laws of Jamia Hamdard for his misconduct of leaving station without permission and not informing the Competent Authority for more than three months. It is pleaded that because of his person work, he visited his native place & unfortunately fallen ill and took treatment from local doctor. But his illness persisted and aggravated to such an extent that it was basically impossible for him to join duty immediately. He again intimated to the concerned authority about his illness to avoid any complication. Somehow he joined his duty on 24/3/2003 and furnished medical certificate alongwith the application seeking leave but the same was not considered by the University. Though an enquiry was initiated against him, yet he was not aware as to who were the Members of the Enquiry Committee. The Authority concluded the enquiry in a hurried and arbitrary manner, without giving any opportunity to the workman. The Management published the summons in the English newspaper “The Hindu” which is having least circulation even in Delhi what to talk of a town like Aligarh (UP), though the workman happens to be a lower class Muslim. Basically it was ex-parte enquiry and on the basis of enquiry report, the Management without giving opportunity to the workman to represent himself, passed order dated 17/1/2004, thereby imposing extreme punishment of dismissal from duty. Even appeal of the workman was rejected by the University on 20/9/2004, without giving him fair opportunity. Thereafter the workman had given application for voluntary retirement on 15/8/2003 but the same was not considered by the University. The workman approached the ALC/Conciliation Officer but to no avail. In nut shell case of the workman is that his services have been terminated without following the principle of natural justice. He has prayed for reinstatement into service with full back wages and all consequential benefits.

3. The claim petition has been resisted by the Management who filed its written statement and took preliminary objections inter alia that statement of claim is time barred because the workman was removed from service on 17/1/2004 after a duly constituted Committee found him guilty of misconduct and instated of assailing the same in any court of law, he filed the present petition after lapse of 8 years with oblique purpose to retain the official accommodation after the Management initiated proceeding against the workman, seeking eviction and possession of the official accommodation. The workman was charge-sheeted for having committed misconduct of leaving station without permission/information and willfully committing insubordination to a lawful order of University whereby he was asked to report to Medical Superintendent for his medical examination. It is alleged that department enquiry was conducted as per the principles of natural justice and charges were held proved against him. On the basis of enquiry report, the Disciplinary Authority decided to imposed punishment of removed from service upon him and accordingly he was removed from service vide

order dated 17/1/2004, against which the workman had preferred an appeal. Executive Council of the University after examining the matter rejected his appeal vide order/resolution dated 20/9/2004. It is alleged that when the University had proceeded against him for major punishment, his request for VRS was totally untenable and same was rightly not considered. The workman was given ample opportunity to defend himself before the DE but he evaded the same and abandoned duty himself. The workman is not entitled to any indulgence. Prayer has been made for dismissal of the claim petition.

4. The claimant/workman filed rejoinder wherein he denied all the allegations made by the Management and reiterated his own case as set up in the claim petition.

5. On the pleadings of the parties, following issues were framed on 18/2/2015 :-

- i) Whether the action of the management of Jamia Hamdard University in terminating the services of the workman Md. Merjauddin s/o. Shri Alla Sher Khan is illegal and unjustified ? If so, its effect ?
- 2) To what relief the workman is entitled to and from which date ?

6. The Claimant in support of his case examined himself as W.W.1 and tendered his affidavit Ex.WW1/A and relied upon the documents Mark-A to Mark-Y.

7. On the other hand, the Management did not adduce any evidence to rebut the case of the claimant despite number of opportunities granted to it and ultimately this Tribunal was constrained to close evidence of the Management vide order dated 9/5/2019.

8. I have heard Shri T.S. Rajput, A/R for the claimant and have carefully gone through the record. My findings on the above issues are as follows.

**Issue No 1 and 2 :-**

9. Both the issues are taken up together as the same can be disposed conveniently by common discussion.

10. The Management has taken an objection that the claim petition is time barred and as such not maintainable. However, nothing has been shown on behalf of the Management as to how the claim petition is barred by limitation. I may mention that **this is a reference under Section 10 of the Act** and not a petition directly filed under Section 2-A of the Act, **clause (3) of which provides that an application/claim shall be made to the Labour Court or Tribunal before the expiry of three years from the date of his/her discharge, dismissal, retrenchment or otherwise termination. It is fairly settled that once a reference under Section 10 of the Act is made to the Court/Tribunal, same is required to be adjudicated irrespective of time limit. As such, the contention of the Management that the statement of claim is time barred is misconceived & not tenable.**

11. It is clear from the pleading of the parties and evidence adduced on record that the claimant was working to the post of Library Attendant under the Management and he continued to work as such for about 27 years, w.e.f. August, 1977 till his services were terminated by the Management vide order dated 17/1/2004. Affidavit Ex.WW1/A submitted by the workman is in line with the averments made in the claim petition. He has filed on record a number of documents viz. copy of the application dated 25/1/2003 seeking leave sent to the Management, as Mark-A and its postal receipt as Mark-B; application for extension of leave from 27/1/2003 to 31/1/2003 on the ground of illness as Mark-C and its postal receipt as Mark-D; another application dated 3/2/2003 for extension of leave from 1/2/2003 to 28/2/2003 as Mark-F and its postal receipt as Mark-G; documents Mark-H & I are photocopies of documents Mark-F & G as aforesaid; copy of application for extension of leave from 1/3/2003 to 21/3/2003 as Mark-J and its postal receipt as Mark-K; copy of the joining report dated 24/3/2003 as Mark-L; copy of application for casual leave for two days from 16/4/2013 to 17/4/2013 for visiting Aligarh due to urgent work as Mark-M; his application for extension of leave from 10/5/2003 to 11/6/2003 as Mark-N; copy of medical cum fitness certificate dated 22/4/2003 as Mark-O; his application for extension of leave from 12/6/2003 to 5/7/2003 on the ground of domestic problems and ill health as Mark-Q and its postal receipt as Mark-R; another application for extension of medical leave from 5/7/2003 to 14/8/2003 as Mark-S and its postal receipt as Mark-T; his reply dated 13/11/2003 to the show cause notice of the Management as Mark-U; representations given to the Management for allowing him to join duty and cancellation of his application for VRS as Mark-V and W and its postal receipt as Mark-X; copy of the appeal against the dismissal order as Mark-Y.

12. From the aforesaid documents it is evident that the workman/claimant sent applications by post to the Management from time to time for grant of leave and/or extension of leave on the ground of illness and his inability to join duty. The testimony of the workman/claimant in this respect has gone unchallenged and unassailed. The

Management has neither adduced any evidence to rebut the contention of the claimant that he was not given proper hearing in the enquiry proceedings and that enquiry proceedings were conducted in a hurried and arbitrary manner, nor has proved the enquiry proceedings & enquiry report so as to show that enquiry proceedings were conducted in a fair and proper manner. Domestic enquiry being a quasi judicial one, the principle of natural justice are required to be complied with. There is nothing on record to show that the workman/claimant was allowed to represent his defence through his representative during the enquiry proceedings. As such, to my mind, the enquiry proceedings were erroneous and enquiry report was not sustainable. Resultantly, action of the Management in terminating the services of the workman/claimant on the basis of enquiry report is held to be illegal and unjustified.

13. During the course of arguments, learned A/R appearing for the workman submitted that **the punishment of dismissal from service imposed upon the workman /claimant on account of his misconduct of unauthorized absence from duty and/or misconduct of leaving station without permission information was very harsh and the workman /claimant should be ordered to be reinstated into service.** I may mention that Section 11-A of the Act empowers this Tribunal to interfere with the quantum of punishment in appropriate cases (See - decisions of Hon'ble Apex Court in the case of **Pepsu Road Transport Corporation Versus Rawel Singh, 2008 AIR (SCW) 2099**; of Punjab & Haryana High Court in the case/s of **Punjab National Bank Vs. The Presiding Officer, CGIT & another 2012 (2) SLR 631**; **Harnek Singh Versus State of Haryana & others 2010(3) SLR 276** and **Joginder Lal Versus The Presiding Officer, Labour Court, Ambala & another 1996(1) SCT 436**). The discretion is to be exercised judiciously in such cases where order of punishment is quite harsh & disproportionate to the gravity of misconduct of the official concerned. No doubt the punishment awarded by the Management to the workman/claimant for his misconduct regarding unauthorized absence from duty and/or for going outstation without permission/intimation is very harsh but the fact remains that the workman/claimant by now must have attained the age of 60 years, because in his affidavit dated 30/11/2016 enclosed with the application u/order IX rule & CPC seeking recall/setting aside of order dated 8/9/2016 whereby his evidence was closed, he had disclosed his age as 58 years. As such, no useful purpose is going to be served if the workman/claimant is ordered to be reinstated.

14. Furthermore, it seems that by his own conduct of proceeding on long leave on one pretext or the other and going outstation without intimation/permission of the Management, the workman/claimant has lost confidence of the Management. In the recent decisions **titled as Nanak Chand Versus M/s Indian Port Association, 2019 LLR 953 and Gulab Singh Versus M/s Presidium School & another, 2019 LLR 956**, our own High Court has held that in case of loss of confidence, only lumpsum compensation can be awarded & not reinstatement, even if domestic enquiry is not fair and proper and termination is also illegal.

15. It is also a matter of record that for the reasons best known to him, the workman/claimant did not initiate action against the Management immediately after his termination rather he approached the ALC/Conciliation Officer only in the year 2013. The workman/claimant neither in his Statement of claim nor in the evidence has stated as to what was his last wages/salary prior to his termination/dismissal from service vide order dated 17/1/2004.

16. Having regard to the ratio of law and facts & circumstances of the present case as discussed hereinabove, this Tribunal considers that compensation amount of Rs. 5 lakhs (Rupees Five Lakhs) will be just and reasonable. Therefore, compensation amount of Rs. Five Lakhs is hereby awarded in favour of the claimant/workman which shall be paid by the Management within three months from the date of publication of the Award, failing which the claimant will be entitled to recover the same alongwith interest @ 6% p.a. from the date of publication of Award till realization. Award is passed accordingly. Let copy of this Award be sent to the Government for publication as required under Section 17 of the Act.

Date : 20.8.2019

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1838.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एम.एस.टी.सी. लिमिटेड, ए 31, जीवन दीप बिल्डिंग, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम

न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 27/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.09.2019 को प्राप्त हुए थे।

[सं. एल-42012/179/2012- आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1838.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2013) of the Central Government Industrial Tribunal-cum-Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The M.S.T.C Ltd., A-31, Jeevan Deep Building, New Delhi & Others, and their workmen which were received by the Central Government on 25.09.2019.

[No. L-42012/179/2012-IR (DU)]

V. K. THAKUR, Section Officer

#### ANNEXURE

#### IN THE COURT OF MS. PRANITA MOHANTY: PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2, NEW DELHI

ID No. 27/2013

Shri Veer Singh s/o. Shri Kali Charan (since deceased),

Through his legal heirs

(i) Smt. Imerti Devi –wife;

(ii) Shri Sunil Kumar –son

(iii) Shri Ajeet Kumar –son

(iv) Ms. Preeti – daughter.

All R/o. B-18/471, ,

Indra Camp Jhuggi, Block-18,

Kalyanpuri, Delhi-110091

... Workman/Claimant

#### Versus

1. M/s. M.S.T.C Ltd.,  
A-31, Jeevan Deep Building,  
Asaf Ali Road,  
New Delhi-110006.

2. M/s. Goel Services through Partner,  
Shri Rajesh Aggarwal,  
207, Jain Bhawan, 18/12, WEA,  
Karol Bagh, New Delhi-110005.

... Managements/Respondents

#### AWARD

This award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No. L-42012/179/2012-IR(DU) dated 7/3/2013 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:—

‘Whether the action of M/s Goel Services in terminating the services of the workman Shri Veer Singh on 20/5/2010, is fair and just ? If not, what relief the workman is entitled to ?’

2- Both parties were put to notice and the claimant/workman Veer Singh filed statement of claim, with the averments that that he was appointed as a cleaner in the year 1993 by Management No.1 through Management No. 2 and he continuously worked upto 20/5/2010 at a last drawn salary of Rs. 6000/- per month. He worked with utmost dedication, sincerity and without any complaint throughout. Management No. 2 was flouting all the rules and regulations regarding providing legal facilities to the workman and when the workman demanded the same, Management became annoyed and started creating troubles for the workman. Since 20/5/2010 the workman was not allowed to join his duties and his services were orally terminated, without issuance of any charge-sheet, show cause notice and holding of enquiry and without following the provisions of Section 25-F of the Act. The workman sent a legal notice dated 10/2/2011 but

the Management No.1 sent a false & frivolous reply dated 15/4/2011 instead of reinstating the workman. The workman then filed a complaint before the Regional Labour Commissioner but the conciliation proceeding failed. The claimant/workman was working against a post of permanent nature. It is pleaded that the workman has not been able to get any alternative employment despite best efforts and is unemployed. He has prayed for reinstatement into service with full back wages and continuity of services.

2- Management No. 2 did not cause appearance despite issuance of notice, whereas Management No.1 resisted the claim petition by filing written statement and took preliminary objections inter alia that the workman was never employed by them and therefore there was no relationship of employee and employer between the workman /claimant and Management No. 1. Management No.1 had awarded contract for rendering different office works including housekeeping services to Management No. 2 who used to deploy different persons according to their skill, ability etc. The workman/claimant was neither employed nor dismissed/discharged by Management No. 1 and as such no dispute exists between the workman and Management No.1. Prayer has been made for dismissal of the claim petition with exemplary costs.

3- The workman filed rejoinder, reiterating his own case as set up in the statement of claim and denied the allegations made by the Management No.1 in its written statement.

4- On the pleadings of the parties, following issues were framed on 30/7/2014 :-

- 1) Whether the action of M/s. Goel Services in terminating the services of the workman Shri Veer Singh on 20/5/2010, is fair and just ? If so, its effect ?
- 2) To what relief the workman is entitled to ?

5. During pendency of the claim petition, the workman Veer Singh expired and his legal heirs were brought on record vide order dated 5/1/2016. In order to prove the case, Smt. Imerti Devi widow of the workman late Shri Veer Singh entered into the witness box as WW1. She tendered her evidence by way of affidavit Ex.WW1/A and placed reliance on the documents Ex.WW1/1 to Ex.WW1/5. Shri Sunil – son of the deceased workman Veer Singh also examined himself as WW2 and he tendered his affidavit Ex.WW2/A. On the other hand, the Management No.1 examined Shri Parimal Kishore Sinha, Chief Manager as MW1 who tendered his affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/2.

6- I have heard Parimal Kishor, A/R for the Management No.1 as none appeared on behalf of the claimants to address arguments. I have also gone through the record carefully. My findings on the above issues are as follows.

#### **Issue No.1 and 2 :-**

7- Both these issues being inter-connected are taken up together as the same can be disposed of conveniently by common discussion.

8- I may mention that affidavits Ex.WW1/A and Ex.WW2/A filed by the claimants are in consonance with the averments made in the claim petition. WW1 Smt. Imerti Devi filed on record documents viz.- copies of the vouchers regarding reimbursement of conveyance/travelling expenses as Ex.WW1/1 (colly.) photocopy of the identity card of her husband as WW1/2; copy of GPF statement for the year 1993--98 as Ex.WW1/3; copy of the representation which the workman Bir Singh had given to the Chairman cum Managing Director of Management No.1; copy of the reply to the legal notice received on behalf of Management No.1 as Ex.WW1/5 In cross examination WW1 Smt.Imerti Devi while admitting the contents of para 2 of her affidavit, showed her ignorance if her husband had applied for job or that her husband was a contractual employee with M/s Goel Services – Management No. 2 herein.

9- MW1 Parimal Kishore Sinha in his affidavit Ex.MW1/A has categorically stated that the workman was never employed by Management No.1 rather he was deployed by Management No.2 with the Management No.1. His testimony has gone unchallenged and unassailed as none appeared on behalf of the claimant to cross examine him.

10- Perusal of the statement of claim and testimony of WW1 & WW2 vide para 2 of their affidavits Ex.WW1/A and Ex.WW2/A clearly shows that the deceased workman Veer Singh was working as a cleaner under Management No.1 through Management No.2 from 1993 till 20/5/2010. In the representation Ex.WW1/4 the workman while making prayer for reinstatement stated that suddenly on **20<sup>th</sup> May, 2010 Mr. Rajinder Sood, Contractor of MSTC had told him not to come on duty from 21<sup>st</sup> May, 2010 without mentioning any reason.** It, thus, stands proved on record that the workman was not the employee of Management No.1 rather he was employed by Management No.2. The workman worked as cleaner in the office of Management No.1 through Management No.2 from 1993 till 20/5/2010 and that it was Management No.2 who terminated services of the workman Veer Singh w.e.f.21/5/2010, by oral orders, without specifying any reason. The Management No.2 has not come forward either to deny or rebut the allegations of the claimant/workman or to show that services of the claimant were retrenched/terminated after serving him a prior notice or

payment of compensation in lieu of notice period as required under Section 25-F of the Act. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management illegal and wrong under the law.

11- I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

**“25-F : Conditions precedent to retrenchment of workmen –**

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that either any notice was issued by the Management or notice pay/compensation was paid to the workman/claimant prior to his termination. As such, the Management has violated the provisions of Section 25-F of the Act.

12- There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management illegal and void under the law.

13- Since there is no evidence on record that any valid notice was issued by the Management No.2 to the workman at the time of termination or in lieu of such notice, any compensation was paid to him, action of the Management No.2 in terminating the services of the workman w.e.f. 21/5/2010 is held to be illegal and void.

14- Testimony of the claimants that the workman Veer Singh worked under the Management No.2 from the year 1993 till 20/5/2010 has gone unchallenged. Perusal of the application for substitution moved by the legal heirs of the workman shows that the workman Veer Singh expired on 27/6/2015 due to mouth cancer and he is survived by his widow, two sons and daughter. Therefore, the prayer for reinstatement of the workman into service has become infructuous, due to death of the workman. However, the legal heirs of the deceased workman are entitled to compensation for illegal termination of services of the workman by Management No.2 herein. Testimony of the claimants that last drawn wages of the workman were Rs.6000/- per month and that the workman had not been able to get any alternative employment till his death despite his best efforts, has gone un rebutted.

15- Having regard to the aforesaid facts and circumstances of the case, this Tribunal is of the considered view that compensation amount of Rs.4 lakhs (Rupees Four Lakhs) will be just and reasonable. Therefore, compensation amount of Rs. Four Lakhs is hereby awarded in favour of the claimants (viz. legal heirs of deceased workman) which shall be paid by the Management No.2 within three months from the date of publication of the Award, failing which the claimant will be entitled to recover the same alongwith interest @ 6% p.a. from the date of publication of Award till realization. Award is passed accordingly.

Let copy of this Award be sent for publication as required under Section 17 of the Act.

Date : \_\_\_\_\_

PRANITA MOHANTY, Presiding Officer



नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1839.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स बेल सुरक्षा सेवाएँ, तिरुवनंतपुरम केरल और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 29/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.09.19 को प्राप्त हुए थे।

[सं. एल-42025/07/2019- आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1839.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2014) of the Central Government Industrial Tribunal-cum-Labour Court Cochin, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Bell Security Services, Thiruvananthapuram Kerala. & Others, and their workmen which were received by the Central Government on 17.09.19.

[No. L-42025/07/2019-IR (DU)]

V. K. THAKUR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

**Present:** Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer.

(Friday the 5<sup>th</sup> day of September 2019, 14 Bhadra 1941)

#### ID No. 29/2014

Workman : Shri V.S. Gopinathan,  
Vattaparambil House, Pamboor,  
Kuttoor PO, Thrissur- 680013.

By Adv. C. Anil Kumar

Managements : Bell Security Services, IRA-45,  
Gokul, Near S.L. Clinic,  
Viswambaran Road,  
Pappanamcode,  
Thiruvananthapuram-695018

By Adv. Sinu G.Nath

General Manager,  
Bharat Sanchar Nigam Limited,  
Sanchar Bhavan, Kovilakathupadam,  
Thrissur

By Adv. K.M. Jamuludheen

This case coming up for final hearing on 8-7-2019 and this Tribunal-cum-Labour Court on 5<sup>th</sup> September 2019 passed the following:

**AWARD**

1. This is an application filed by workman under Section 2(A) of the Industrial Disputes Act 1952.
2. According to the workman, he was appointed as a Security Guard in the BSNL office at their Kovilakathupadam office, Thrissur on 1-2-2010. His initial appointment was under M/S Kore Security Services, a security agency supplying security guards to BSNL. The workman worked under that agency for 2 ½ years. Thereafter the contract of providing security to 1<sup>st</sup> management was taken over by the 2<sup>nd</sup> management. Ever since his appointment on 1-2-2010, the workman had continuous and uninterrupted service. 3 security guards were working with BSNL Kovilakathupadam. They were Shri Valson, Shri Alexandar and the workman. One of the security guard, Shri Valson resigned on 30-4-2012 and Shri Alexandar and workman were required to work 12 hours on each day from 1-5-2012 to 8-5-2012. On 9-5-12, the vacancy of Shri Valson was filled up by one Shri John Joseph. The management refused to pay overtime wages for the additional work done from 1-5-2012 to 8-5-2012. The workman submitted a complaint to the Chief Minister in his Sutharya Keralam programme. The workman was transferred to BSNL exchange at Chembukavu, Thrissur as a consequence of the complaint filed by workman. In the meanwhile BSNL revised the wages of security guards from 1-2-2013 and the workman requested the management to revise the salary as per the revised instructions. Due to severe back pain, the workman availed leave from 12-11-2013 till 21-11-2013. The workman reported for duty on 22-11-2013. After a few hours of work, he was informed that his services are terminated by the 1<sup>st</sup> management. The termination of employment of the workman amounts to illegal retrenchment. The workman was not issued with any notice alleging any misconduct before termination by the 1<sup>st</sup> management. The termination of the workman is against principles of natural justice and fairness. While terminating the workman, his juniors were retained by the 1<sup>st</sup> management. His termination is in violation of Section 25-F & 25-G of the I.D. Act. Ever since his termination, the workman is not alternately and profitably employed or engaged anywhere. In these circumstances, the workman claimed that he may be reinstated with all consequential benefits.
3. The 1<sup>st</sup> management filed reply to the above allegations after considerable delay. In the written statement, the 1<sup>st</sup> management denied all the allegations. According to the 1<sup>st</sup> management, it is a security agency sponsored and empanelled by Director General of Resettlement, Ministry of Defence, Government of India on a resettlement programme providing employment to ex-servicemen. The 1<sup>st</sup> management as per terms of contract can extend its services only to Government establishments or public sector undertakings. The workman is a Director General (Resettlement) empanelled employee and he is governed by the rules and regulations of DGR (Resettlement) programme. The 1<sup>st</sup> management denied that they have taken over the contract from a former employer of the workman. The 1<sup>st</sup> management entered into an agreement with the 2<sup>nd</sup> management from 1-2-2012 for providing security Guards till 31-1-2013. The contract was terminated by the 2<sup>nd</sup> management on 31-1-2014. The workman entered the service of the 1<sup>st</sup> management only after the commencement of the contractual agreement w.e.f. 1-2-2012. The workman is an employee of 1<sup>st</sup> management. The workman is enjoying all pensionary benefits as an ex-servicemen during his employment. The workman is not terminated from the services of the 1<sup>st</sup> management. On the contrary, the workman is keeping himself away from his duties since 12-11-2013 without applying for leave or intimating the 1<sup>st</sup> management or the 2<sup>nd</sup> management. The 1<sup>st</sup> management issued a showcause notice dated 17-11-2000 to the workman for which he filed no reply. It is true that the workman filed a complaint before the State Government but the complaint was closed as false after due investigation by the Government. The workman was transferred to an adjacent BSNL exchange on the basis of the terms of contract that the security guards deployed by the agency should be rotated in every six months. The wages and allowance in respect of the Security Guards are revised periodically by Department of Resettlement, Government of India and the 1<sup>st</sup> and 2<sup>nd</sup> management are bound to comply with such revisions. The allegation that the 2<sup>nd</sup> management revised the wages of the security guards and issued a circular to that effect is against the rules of resettlement. The workman did not avail leave from 12-11-2013 but he was on unauthorized absent from duties since 12-11-2013 i.e. immediately after transfer of the workman to Chembukavu Exchange. Despite the efforts taken by the 1<sup>st</sup> management, the workman remained absent and unavailable and hence the 1<sup>st</sup> management was compelled to substitute another guard at Chembukavu. It is false that the workman reported for work on 22-11-2013 and later he was informed that his services were terminated. Infact the workman rushed to Chembukavu Exchange and has brutally beaten one Shri Joy C.V who was posted in place of the workman. The alleged termination of his employment is a fiction of imagination of the workman. The 1<sup>st</sup> management also confirmed that inspite of all the above incidents, he did not take any steps for termination of the workman. The 1<sup>st</sup> management is ready to accommodate workman in any available vacancy in Ernakulam District where his active contract subsists. But the workman was insisting for a posting in Thrissur District. The workman still remains unauthorisely absent. However on the basis of the complaint filed by him before the Labour Authorities, the 1<sup>st</sup> management arranged a posting from a similar empanelled agency and offered him employment at M/S Hindustan Organic Chemical Ltd. Ambalamugal from 1-2-2014 onwards with increased rate of wages and

allowances being at Kochi. But this said offer was not accepted by the workman. The workman is still earning pension and other benefits from Government of India as Ex-servicemen and he and his family are not dependent on his earnings from the 1<sup>st</sup> management.

4. The 2<sup>nd</sup> management also filed written statement denying the allegations of the workman. According to them, there is no employer- employee relationship between the workman and the 2<sup>nd</sup> management. The workman is an employee of M/S Bell Security Services, Trivandrum and Bell Security services is an establishment registered with Director General of Resettlement (DGR) for providing security guards to Government and Public Sector undertakings. The pay and allowances of the security guards are fixed by the DGR. The 2<sup>nd</sup> management is one of the organizations to which Security Guards are provided by the agencies. The contract with the 1<sup>st</sup> management expired on 31-1-2014. The workman was previously working as Security Guard under other agencies who were providing security guards to BSNL during previous years. The workman has no relationship with BSNL and BSNL is not a necessary party in the dispute. At present the 1<sup>st</sup> management is not working with BSNL at Thrissur District. The claim of the workman regarding wages and overtime wages are to be settled between the workman and the 1<sup>st</sup> management and the 2<sup>nd</sup> management has no role in the same. The workman has not claimed any relief from the 2<sup>nd</sup> management.

5. The 1<sup>st</sup> management remained exparte after filing written statement. They failed to produce any evidence to substantiate their claims in the written statement filed by them. The workman did not claim any benefit from the 2<sup>nd</sup> management. 2<sup>nd</sup> management being a formal party did not adduce any evidence in the Industrial Dispute. The workman gave evidence as WW-1 and marked documents Exhibits W-1 to W-9.

6. The issue to be decided in this Industrial Dispute is;

Whether denial of employment to the workman by the 1<sup>st</sup> management is legal and justified and if not, whether he is entitled for reinstatement in service.

7. The workman through his evidence has adequately proved that he was in service of the 1<sup>st</sup> management atleast from April 2012. Exhibit W-2 produced by the workman shows that he was in employment of the 1<sup>st</sup> management from August 2010 which is denied by the 1<sup>st</sup> management. However Exhibit W-6 series will clearly show that the workman was working at BSNL, Kovilakathupadam atleast from April 2012. This is further supported by Exhibit W-1 series which shows that the workman was working with the 1<sup>st</sup> management from April 2012. Exhibit W-2 is a reply given by District Labour Officer, Trivandrum to the workman stating that the investigation conducted by the State Labour Department did not disclose any arrears of wages. It is also a fact that the appointment of the workman as a Security Guard from 1-4-2012 is not denied by the 1<sup>st</sup> management. According to them, the workman remained unauthorisely absent. However they have not taken any action to terminate him from service and only a substitute is posted in his place as he was unauthorisely absent. According to the reply filed by the 1<sup>st</sup> management, they even offered an employment through another agency in Ernakulam since their contract with BSNL in Thrissur district was already over in 2014. In view of the position taken by the 1<sup>st</sup> management, the only question that requires to be answered is whether there was any denial of employment by the 1<sup>st</sup> management to the workman. Though the 1<sup>st</sup> management failed to produce any evidence, it is very clear from the documents produced by the workman himself that they only substituted another ex-servicemen in the place of workman when he remained absent. Exhibit W-7 & W-8 will clearly show that the workman was absent from his duties w.e.f. 12-11-2013 without any intimation and one Mr. Joy C.V is temporarily posted in his place and later made it permanent. In view of this evidence and the position taken by the 1<sup>st</sup> management, I am of the considered view that the 1<sup>st</sup> management can be directed to provide employment to the workman with continuity of service but without backwages.

In view of the above, an award is passed directing the 1<sup>st</sup> management to provide employment to the workman with continuity of service but without backwages.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 5<sup>th</sup> day of September 2019.

V. VIJAYA KUMAR, Presiding Officer

## APPENDIX

Witness for the workman -

Workman Shri V.S.Gopinathan on 14<sup>th</sup> June 2019

Witness for the Management - Nil

Exhibits for the workman -

- W-1 - Copy of attendance Register maintained by 2<sup>nd</sup> management
- W-2 - Letter dated 30-1-2013 issued by District Labour Officer to Workman.
- W-3 - Letter dated 26-10-2013 regarding transfer/posting of Security Guards.
- W-4 - Letter dated 14-8-2013 regarding revised wage structure calculation.
- W-5 - Copy of Bills for months of December 2011, June 2013 & July 2013 submitted by Ist management to 2<sup>nd</sup> management in series.
- W-6 - Wage statement of August 2010, March 2012, May 2012 & September 2013 in series.
- W-7 - Copy of letter dated 20-11-2013 regarding appointment of Ex-servicemen Security Guard.
- W-8 - Copy of letter dated 21-11-2013 issued by Ist management.
- W-9 - Attendance register for the period 1-11-2013 to 22-11-2013.

Exhibits for the Management - Nil

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1840.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महाप्रबंधक, ए.पी.ई.डी.ए, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 02/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.10.19 को प्राप्त हुए थे।

[सं. एल-42012/133/2012- आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1840.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/2013) of the Central Government Industrial Tribunal-cum-Labour Court Guwahati, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, APEDA, New Delhi. & Others, and their workmen which were received by the Central Government on 04.10.19.

[No. L-42012/133/2012-IR (DU)]

V. K. THAKUR, Section Officer

**ANNEXURE****IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM**

**Present:** Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B. Presiding Officer,  
CGIT-cum-Labour Court, Guwahati

**Ref. Case No. 02 of 2013**

In the matter of an Industrial Dispute between :-

Workman Sri Binod Ch. Barman, Guwahati.

... Claimants/Union

**-Vrs-**

The Management of (1) The General Manager, APEDA, New Delhi,  
(2) The A.G.M., APEDA, G.S.Road, Guwahati.

...O.Ps/Managements

**APPEARANCES**

For the Workmen : Mr. J.K.Kar, Advocate,  
Mr. H.K.Dey, Advocate.

For the Management. : Mr. M.K.Das, Advocate,  
Mr. R.Kaman, Advocate,  
Ms Z.Anjum, Advocate.

**Date of Award: 01.10.2019**

**AWARD**

1. This industrial dispute between workman Binode Chandra Barman and management of APEDA was referred by the appropriate government vide Notification No.L-42012/133/2012-IR(DU) dated 24.12.2012 with the following Schedule.

**SCHEDULE**

***“Whether the action of the management of Agricultural & Processed Food Products Export Development Authority (APEDA), under M/o Commerce & Industry in terminating the service of Sh. Binod Chandra Barman w.e.f. 01.01.2012 without notice and without any terminal benefits as well as refusal to reinstate him on completion of 13 yrs into service is proper and justified? If not, what relief the concerned workman is entitled to?”***

2. On receipt of the reference, notices were issued to the concerned parties. They appeared and submitted their respective written statements. The management raised a preliminary objection claiming that the reference is not maintainable under Industrial Dispute Act, 1947, hereinafter referred to as the Act, on the plea that the APEDA is not an industry within the meaning of the Act. After hearing both parties this Tribunal decided the preliminary issue holding that the “Agricultural & Processed Food Products Export Development Authority” (APEDA) is an industry within the meaning of Section 2(j) of the Act. The parties were thereafter asked to adduce their respective evidences. Both parties examined one witness each.

3. The plea of the claimant was that he was engaged in the Regional Office of Agricultural & Processed Food Products Export Development Authority, Guwahati (APEDA) on 06.10.1998 and he worked there continuously till 31.12.2011 with certain notional breaks. He claimed that in each calendar year he had worked for more than 240 days in the Office of the management but ultimately his services were terminated illegally with effect from 01.01.2012. Initially the Head Office of the management in New Delhi appointed the claimant/workman as a casual/contract employee with effect from 06.10.1998 and posted him at the Regional Office, Guwahati for a period of three months and thereafter by different appointment orders his services were extended on each occasion by six months showing certain notional breaks. He also claimed that the appointment orders would reveal that he was paid monthly wages on consolidated basis but suddenly on 31.12.2011 his service was discontinued and the management admittedly engaged another person in the similar manner to perform the job. According to the claimant his termination was in violation of the provisions of Section 25F of the Act. He prayed for his reinstatement with full back wages.

4. The case of the management was that the contractual engagement of the concerned workman ended on 31.12.2011 and thereafter the management did not extend his contract. The management claimed that non-extension of the contract of the concerned worker does not amount to retrenchment within the meaning of the Act. It was also stated that the Regional Office of APEDA at Guwahati had only 2 officers who constantly keep moving throughout the North

Eastern States to assist and instruct the agriculturalists about the specified products and hence, they did not require any regular Peon. But to do certain odd works, contractual appointments were given to the claimant with fixed monthly salary which came to an end on 31.12.2011. It was also stated that initially the concerned workman was engaged from 06.10.1998 to 05.01.1999 vide letter dated 28.09.1998 on consolidated pay of Rs.3,111/-. It was also stated that in the said contract it was specifically mentioned that there will be no employer employee relationship between the management and the concerned workman. He was never appointed on regular basis and his services were hired on contractual basis for a specific period. It was also stated that in the given facts and circumstances it would not be justified to compel any management to provide contractual engagement in the office. It was also stated that the concerned workman claimed to have submitted a representation dated 02.02.2012 before the management to allow him to continue in service followed by similar representations on 26.03.2012 and on 11.06.2012. But according to the management, they did not receive such representations. On 22.02.2012 the workman raised Industrial Dispute before the Appropriate Authority. The management also took the plea that APEDA is not an Industry within the meaning of the Act.

5. This Tribunal decided the preliminary issue against the management holding that the reference is maintainable. Thereafter both the parties examined one witness each. Concerned workman Sri Binod Ch. Barman in his examination-in-chief stated that he served as a Casual Peon in the Office of the management for about 13 years 3 months but suddenly his service was terminated. He also stated that at the time of his initial engagement his monthly wages was Rs.3,111/- and then from the year 2000 the monthly wages was Rs. 3494/- and at the time of his retrenchment his monthly wage was Rs.8400/-. He stated that he used to do manual work in the office and even the AGM, sometime, made him to work in his residence even on holidays. He further stated that initially for 2 years 6 months he worked as casual Peon without any break but later certain breaks were shown in his service but actually he worked continuously. He also stated that P.F. etc were deducted from his wages. He further stated that after his dismissal he was not paid gratuity although there was an order for payment of gratuity. He exhibited Exhibit-1, 2 & 3 which are 3 original Attendance Registers to show that he was in employment of the APEDA. He further stated that he was given a photo copy of appointment letter which he marked as Exhibit-X. He further claimed that he was not given any termination letter and was verbally told that his job was terminated. He further stated that after his dismissal he submitted two representations which he marked as Exhibit-5 & 6. He further submitted that during his engagement he was paid bonus and the connected document was exhibited as Exhibit-7. He also exhibited a sanction letter in respect of uniform which he had to wear while in service. He further stated that he was also paid conveyance allowance as and when necessary by the management. Exhibit-10 is the said document. During cross-examination he admitted that his engagement initially got extended every 3 months and after about 2 and ½ years the said engagement used to be extended every six months. He also admitted that he had been working as per terms and conditions mentioned in the agreement. He further admitted that after 31.12.2011 his service was not extended. He also admitted that no interview took place during his selection. He further stated that he did not know whether the management filed a case before the Hon'ble High Court when he claimed the gratuity. He further admitted that after termination of his service he put up a Pan shop before the APEDA Office to sustain his livelihood. He however denied the management suggestion that the post in which he was working became unnecessary resulting in his disengagement. He also denied the suggestion of the management that he was not made to work in the house of the then AGM during his employment in the office.

6. In examination-in-chief Ms Sunita Rai, the present AGM of APEDA, Guwahati exhibited Exhibit-A to show that she is the authorized representative of the management. She also stated that the concerned workman was engaged in the APEDA on contractual basis from time to time for fixed periods on fixed terms and conditions and such contract was not renewed after 31.12.2011. The witness also exhibited copy of the Memorandum dated 08.07.2011 as Exhibit-B wherein it was clearly mentioned that the engagement was purely on contractual basis and the contract was subject to the terms and conditions mentioned therein. The witness thereafter went to recite the terms and conditions mentioned in Exhibit-B. The witness further stated that the concerned workman put his signature on the memorandum and thereby agreed to the terms and conditions. It was also stated that Annexure-10 which the workman submitted is a confidential official communication and the concerned workman had stolen the copy from the office as he was not supposed to have access to that document. The witness further stated that the workman used to steal confidential documents from office for which the local management lost faith on him and as such his contractual engagement was not renewed. The witness further stated that even after receiving many complaints against the workman the management was generous and never deprived the workman of his dues. It was also stated that on demand of gratuity by the workman the Assistant Labour Commissioner (Central), Guwahati directed the management to pay Rs.68,250/- as gratuity. It was also stated that the management challenged the aforesaid direction by filing the W.P(C) No.857/2013 before the Hon'ble Gauhati High Court and in view of order dated 25/02/2013 passed in the aforesaid W.P.(C), the management deposited the entire amount of Rs.68,250/- in the Registry of the Hon'ble High Court. The witness also proved certified copy of the order as Exhibit-E. It was also stated that presently the workman is gainfully employed and doing business of tea stall and pan shop in front of the APEDA Regional Office, Guwahati. During cross-examination the witness stated that she joined in Guwahati Office in the year 2015 and the facts relating to the concerned workman are not within her personal knowledge. Her knowledge about the matter was based on related documents available in office. The witness also stated that the original engagement of the concerned workman was by the head quarter of APEDA at Delhi but there was no

advertisement for the post but the appointment letter was issued from the Head Office. The witness also admitted that the concerned workman was engaged in their Office from 6.10.1998 to 13.12.1999 and then from 20.12.1999 to 21.8.2000 and again from 24.08.2000 to 27.04.2001 and later with some periodic breaks he was engaged up to 31.12.2011. When the Attendance Register Exhibit-2 and Exhibit-2(1) against the “name column” of the concerned workman was shown to the witness the witness admitted that there was some over writing and below the over writing the word “BREAK” is written. The witness also admitted that the work of Peon/MTS was to be supervised by the concerned official in the office but it might be so that on some occasions the concerned workman might have been the only staff in the office.

7. During argument learned counsel appearing for the workman side submitted that since the engagement of the concerned workman was directly made by the management and the wages etc were directly paid by the management, there clearly existed a relationship of employer and employee between the management and the concerned workman. In view of the above admitted facts, according to the counsel, termination/retranchment of the concerned workman ought to have been dealt with in accordance with the provisions mentioned in Section 25F of the Act. He further submitted that the management tried to malign the workman without giving him any opportunity and if the ground for disengagement was such “alleged misconduct”, due process ought to have been followed. But the management did not follow the accepted procedure and the action of the management was in violation of the principles of natural justice. It was further argued that since his termination was illegal and arbitrary, he should be reinstated in the job with full back wages.

8. The management side argued that it would be evident that the concerned workman was paid his wages as per the agreed terms and conditions and since his engagement was purely contractual up to a certain period, non-extension of the period of contractual engagement cannot be held to be termination/retranchment. His engagement was purely on the basis of terms and conditions mentioned in Ext-B & B(i). It was also argued on behalf of the management that the conduct of the worker, while in engagement, was also found to be detrimental to the interest of the employer.

9. On perusal of the materials on record it appeared that engagement of the workman on the basis of contract/agreement for more than thirteen years with certain breaks is not in dispute. Admittedly, his engagement was discontinued from 1.1.2012. In other words, the primary facts are not in dispute. It was clear from the materials on record that from the year 1998 to 2011 the workman was working as peon in the office of APEDA, Guwahati with certain breaks. His wages were directly paid by the management. His original appointment was given by the head office of APEDA in New Delhi. Accordingly, there appeared a clear “employer and employee” relationship between the management and the concerned worker.

10. The management has taken two pleas in support of disengagement. Firstly, his engagement was purely on contract basis and was as per the terms and condition set out in Ext-B & B(i). He therefore, could not be treated as an employee within the meaning of the provisions of Section 25 F of the Act. Secondly, his conduct was not proper and he even used to steal things from the office. The management witness also gave an example of Annexure-10, submitted by the workman, and claimed that it was stolen by the workman from the office. It is interesting to note that the management witness did not challenge the authenticity of the document. I have, therefore, gone through the above document since it's authenticity was not denied by the management witness. The document appeared to be a letter written by the AGM of APEDA, Guwahati on 26.3.12 to the head office virtually recommending re-engagement of the workman on contract basis as, according to them, he has realized his mistakes. It was also indicated that for smooth functioning of the office, such engagement is necessary. Only objection of the management was that Annexure-10 was “stolen by the workman”. But even in farfetched imagination “such access” of the workman to that “document” cannot be held to be an act of theft. It was not clear from the material on record as to how the workman accessed the document. But such access cannot be termed as an act of stealing. The other plea of the management was that the engagement was purely on contract basis and is guided by the terms and condition mentioned in the engagement contract [Ext-B & B(i)]. Any contract between two highly unequal is always to be read and understood in the context of the related facts and circumstances. Perusal of the Ext-B & B(i) clearly revealed that the terms and conditions set out therein was heavily loaded in favour of the management. When a poor workman is asked to enter into an agreement/contract with a mighty management in regard to employment, no workman of grade-IV level can perhaps be expected to put in any condition from his side because of the simple and natural apprehension of losing out the job. We therefore, have to appreciate the matter in the context of the relevant facts and circumstances. The workman, admittedly, worked with the management for about 13 years. After such a long engagement he simply cannot be treated as a worker purely engaged on terms and conditions which are heavily loaded in favour of the management.

11. In view of the facts and circumstances, as discussed in the preceding paragraphs, it appeared to me that though technically engagement of the concerned worker was in terms of Ext-B & B(i), the sheer length of his continuity (13 years) in the job is bound to lead to a natural inference that he was an employee of the APEDA, Guwahati, though not a regular one. Admittedly, he was not a regular employee. But the materials on records clearly suggested that the nature of the works done by him was of perennial nature. The workman worked for 13 years in the APEDA, Guwahati. Hence, the action of the management of APEDA, which is a unit under the Ministry & Commerce of Government of

India, in terminating the service of the concerned workman Sri Binod Chandra Barman without adhering to the provisions laid down in Section 25 F of the Act was illegal and arbitrary.

12. The concerned workman is therefore, entitled to be reinstated. His engagement/reinstatement in the same category shall be with effect from the date of his actual reinstatement. The management shall also pay him a lump-sum amount of Rs.100,000/- (Rupees One lac only) in lieu of the back wages. The award shall be fully implemented by the management of APEDA within 90 days from the date of the receipt of the copy of the award. The reference, accordingly, stands disposed of with an award as indicated above.

Given under the hand and seal of this Tribunal this 1<sup>st</sup> day of October, 2019.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1841.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.—1, धनबाद के पंचाट (संदर्भ संख्या 19/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल—20012/140/2004—आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1841.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 19 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 09.10.2019.

[No. L-20012/140/2004-IR (C-I)]

S. C. RAY, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

#### Reference: No. 19/2005

Employer in relation to the management of S.D.Q.III Tarmi Project of M/s. CCL

AND

Their workman

**Present:** Shri Dinesh Kumar Singh, Presiding Officer.

#### Appearances:

For the Employers : Sri D.K. Verma, Adv.

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 29.08.2019

#### AWARD

By Order No.L-20012/140/2004-IR (C-I) dated 17/12/2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:



**SCHEDULE**

**“Whether the action of the management of S.D.Q.III Tarmi Project of M/s. CCL not to provide employment to Shri Santosh Bhuiya, the dependent son of late Rameshwar Bhuia, Ex workman is justified? If not, to what relief is the said dependent son of the concerned workman entitled?”**

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently workman left appearing before this Tribunal. Thereafter again a notice was issued to the parties and one of the notices returned unserved. The Case is pending since long and workman is not appearing before the Tribunal. It appears that the workman has lost his interest to resolve the matter. Hence “No Dispute” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1842.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 22/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल-20012/715/1997-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1842.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 22 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 09.10.2019.

[No. L-20012/715/1997-IR (C-I)]

S. C. RAY, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

**Reference: No. 22/2000**

Employer in relation to the management of Gopalichuk Colliery of M/S. BCCL

**AND**

**Their workman**

**Present:** Shri Dinesh Kumar Singh, Presiding Officer

**Appearances:**

For the Employers : Sri N.M. Kumar. Adv.

For the workman : None

State : Jharkhand.

Industry: Coal

Dated 29.08.2019

**AWARD**

By Order No.L-20012/715/1997 -IR (C-I) dated 20/12/1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

**“Whether the demand of Bihar Colliery Kamgar Union for regularization of S/Sri Ram Prasad Pandit and 13 others as per annexure by the management of Gopalichak Colliery is legal and justified? Whether the action of the management in stopping the concerned workmen from service was legal, justified and according to law? If not, to what relief the concerned workmen are entitled and from which date?”**

**List of workmen**

Sl. No.	Name	Father name	Village	P.S.	Dist
1.	Ram Prasad Pandit	Late. Dilo Pandit	Sabal Bigha	Sikandra	Jamui
2.	Suresh Prasad	Disheshwar Prasad	Bhojdih	Ariary	Shekhpura
3.	Mashudan Pandit	Birju Pandit	Gohda	Ariary	Shekhpura
4.	Shideshwar Pandit	Rohan Pandit	Sabal Bigha	Sikandra	Jamui
5.	Arjun Pandit	Bishundeo Pandit	Upharaur	Barahiya	Lakhisaray
6.	Devendra Pandit	Shukar Pandit	Haripur	Ariary	Shekhpura
7.	Shiv Shankar Prasad	Baleshwar Prasad	Bhojih	Ariary	Shekhpura
8.	Devendra Prasad	Basudeo Pandit	Uphraur	Barahiya	Lakhisaray
9.	Bachu Pandit	Rameshwar Pandit	Thalposh	Pakri Barama	Nawada
10.	Rajendra Pandit	Ram Pandit	Karki	Ariary	Shekhpura
11.	Suresh pandit	Chhotan Pandit	Shekhpura	Halri	Lakhisaray
12.	Md. Ajay	Late. Irdhan Mia	Lorighna	Simriya	Chatra
13.	Md. Riasat	Saphrudin Mia	Lorighna	Simriya	Chatra
14.	Upendra Pandit	Shukar Pandit	Haripur	Ariary	Shekhpura

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently workman left appearing before this Tribunal. Thereafter regd. notices were issued to the workmen but even then no one appeared on behalf of the workmen. Case is pending since long and workmen are not appearing before Tribunal so, it is left that workmen have lost their interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1843.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 24/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल-20012/106/1999-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1843.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 24 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 09.10.2019.

[No. L-20012/106/1999-IR (C-1)]

S. C. RAY, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 24/2000**

Employer in relation to the management of Tetulmari Colliery under Sijua Area of M/S. B.C.C.L.

**AND****Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : Sri D.K. Verma, Adv

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 30.08.2019

**AWARD**

By Order No.L-20012/106/1999 -IR (C-I) dated 18/08/1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

**“Whether the action of the management of Tetulmari Colliery under Sijua Area of M/s. BCCL in not regularizing the services of Ram Charitra, Dozer Operator (Excvn), Gr. ‘A’ as Foreman in Technical & Supervisory Gr. ‘B’ the post on which he has been working since 11.08.1992 is justified? If not, to what relief the concerned workman is entitled ?”**

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workman left appearing before the Tribunal. Thereafter regd. notices were issued to the workman but even then no one appeared on behalf of the workmen. Case is pending since long and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1844.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 25/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल-20012/168/1999-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1844.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 25 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 09.10.2019.

[No. L-20012/168/1999-IR (C-I)]

S. C. RAY, Section Officer

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 25/2000**

Employer in relation to the management of Sijua Area of M/S. B.C.C.L.

AND

Their workman

**Present:** Shri Dinesh Kumar Singh, Presiding Officer.**Appearances:**

For the Employers : Sri D.K. Verma, Adv.

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated 28.08.2019

## AWARD

By Order No.L-20012/168/1999 -IR (C-I) dated 24/08/1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

## SCHEDULE

“Whether the demand of the Union to regularize Shri Janardan Singh & 4 others named below in service paying Cat. I wages is justified? If yes, to what relief these workmen are entitled?”

2. Whether the termination of these workman by the management is justified? If not, to what relief these workmen are entitled & from what date?”

**Name of the workmen:-**

1. Shri Janardan Singh, S/O Indradeo Singh,
2. Shri Binod Chaudhary, S/O Sambhu Chaudhary,
3. Shri Krishnendu Das, S/O Sunil Das,
4. Shri Ajay Kumar Mishra, S/O Ramakant Mishra,
5. Shri Dinesh Mahato, S/O Kashi Mahato.

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workmen left appearing before the Tribunal. Thereafter regd. notices were issued to workmen but even then no one appeared on behalf of the workman. Case is pending since long and workmen are not appearing before Tribunal. so, it is felt that workmen have lost their interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

का.आ. 1845.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.—1, धनबाद के पंचाट (संदर्भ संख्या 39/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल—20012/245/1999—आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1845.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 39 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 09.10.2019.

[No. L-20012/245/1999-IR (C-I)]

S. C. RAY, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

**Reference: No. 39/2000**

Employer in relation to the management of Govindpur Colliery of M/S. B.C.C.L.

**AND**

**Their workman**

**Present:** Shri Dinesh Kumar Singh, Presiding Officer

#### **Appearances:**

For the Employers : Sri D.K. Verma, Adv.

For the workman. : Sri D. Mukherjee, Rep.

State : Jharkhand.

Industry:- Coal

Dated 29/08 /2019

#### AWARD

By Order No.L-20012/245/1999 -IR (C-I) dated 20/01/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub -section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

#### SCHEDULE

**“Whether the action of the management of BCCL Govindpur Area No. III in not regularizing Sri Bansi Oraon as Explosive Issue Clerk/Magazine Clerk w.e.f. 30.06.1989 with back wages and other consequential benefits is justified? If not, what relief the concerned workman is entitled ?”**

2. After receipt of the reference, both parties were noticed and both the parties appeared for certain dates but subsequently workmen left taking step in this case. Further in course of hearing of the case, the Secretary of Sponsoring Union has informed that workman is not interested in contesting the case. It is felt that the workman has lost his interest to resolve the matter. Hence “No dispute” award is passed. communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1846.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. -1, धनबाद के पंचाट (संदर्भ संख्या: 48/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल-20012/258/1999-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1846.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 48 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 09.10.2019.

[No. L-20012/258/1999-IR (C-I)]

S. C. RAY, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

**Reference: No. 48/2000**

Employer in relation to the management of Central Workshop, Barkakana of M/S. CCL

**AND**

**Their workmen**

**Present:** Shri Dinesh Kumar Singh, Presiding Officer

**Appearances:**

For the Employers : Sri D.K. Verma. Adv.

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated : 30/08 /2019

**AWARD**

By Order No.L-20012/258/1999 - (C-I) dated 20/01/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

**“Whether the demand of Rashtriya Colliery Mazdoor Sangh for regularization of 17 workmen (as per list) engaged in Canteen Cooperative Society from the management of Central Workshop, Barkakana of M/s. C.C.L is justified and legal? If so, what relief the concerned workmen are entitled?”**

1. Shri Surendra Prasad Lal
2. Shri Uma Shankar Lal
3. Shri Tarun Kumar Rai
4. Shri Dinesh Bedia
5. Shri Sukhdeo Munda
6. Shri Sahdeo Kachchap
7. Shri Sukhla Prajapati
8. Shri Mukund Karmali
9. Shri Rima Prajapati
10. Shri Bal Kishun Karmali
11. Shri Lalka Pahan
12. Shri Deonandan Sharma
13. Shri Kamal Prajapati
14. Shri Rajeshwar Singh

15. Shri Rohan Munda
16. Shri Deepak Kumar
17. Shri Madan Prajapati

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workman left appearing before the Tribunal. Thereafter regd. notices were issued but even then no one appeared on behalf of the workman. Case is pending since long and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1847.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 72/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल-20012/327/1999-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1847.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 72 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 09.10.2019.

[No. L-20012/327/1999-IR (C-I)]

S. C. RAY, Section Officer

#### ANNEXUR

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

#### Reference: No. 72/2000

Employer in relation to the management of Swang Washery of M/S. CCL.

AND

Their workmen

**Present:** Shri Dinesh Kumar Singh, Presiding Officer.

#### Appearances:

For the Employers : Sri D.K. Verma, Adv.

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated : 29.08.2019

#### AWARD

By Order No.L-20012/327/1999 - (C-I) dated 28/01/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

**“Whether the demand of the Union/workmen for regularization of Sri Raja Ram Saw, Category-II, Arjun Singh, Category-I and Mahangu Ram, Category-I of Swang Washery CCL as D.G. Set Operator Gr. ‘C’ is correct and justified? If so, to what relief the concerned workmen are entitled and from what date?”**

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently workman left appearing before this Tribunal. Thereafter again a notices were issued to the workmen and one of the notices returned with endorsement that “Addressee left”. The Case is pending since long and workmen are not appearing before the Tribunal. It appears that the workmen has lost their interest to resolve the matter. Hence “No Dispute” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1848.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 139/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल-20012/509/1999-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1848.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 139 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 09.10.2019.

[No. L-20012/509/1999-IR (C-I)]

S. C. RAY, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

**Reference: No. 139/2000**

Employer in relation to the management of W.J.Area of M/S. B.C.C.L.

**AND**

**Their workman**

**Present:** Shri Dinesh Kumar Singh, Presiding Officer.

**Appearances:**

For the Employers : Sri D.K. Verma, Adv.

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated 29.08.2019

**AWARD**

By Order No.L-20012/509/1999 -IR (C-I) dated 01/03/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub -section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:



**SCHEDULE**

**“Whether the action of the management of Moonidih M/s. BCCL is not Promote Sri Nageshwar Singh Electricial Fitter as he working of Cat-6 from 1993 and not giving salary and other allowances is proper legal and justified? If not, to what relief the workman is entitled?”**

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently workman left appearing before this Tribunal. Thereafter again a notice was issued to the parties and subsequently management appeared but the notice of the workman returned with endorsement that address left the place. The Case is pending since long and workman is not appearing before the Tribunal. It appears that the workmen has lost his interest to resolve the matter. Hence “No Dispute” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1849.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 193/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल-20012/56/2000-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1849.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 193 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 09.10.2019.

[No. L-20012/56/2000-IR (C-I)]

S. C. RAY, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

**Reference: No. 193/2000**

Employer in relation to the management of Joyrampur Colliery under Lodna Area of M/S. B.C.C.L.

**AND**

**Their workman**

**Present:** Shri Dinesh Kumar Singh, Presiding Officer

**Appearances:**

For the Employers : Sri D.K. Verma, Adv.

For the workman. : Sri S.C. Gour. Rep.

State : Jharkhand.

Industry: Coal

Dated 28.08.2019

**AWARD**

By Order No.L-20012/56/2000 - (C-I) dated 29/06/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

**“Whether the action of the management of Joyrampur Colliery of M/s. BCCL in superannuating Sri Ramayan Singh, Pump Operator w.e.f. 09.09.1999 is justified with particular reference to the age assessed by the Medical Board as 07.12.1940? if not, to what relief is the workman entitled to?”**

2. After receipt of the reference, both parties were noticed and both the parties appeared for certain dates but subsequently workman left taking step in this case. Further in course of hearing of the case, the Vice President of Sponsoring Union has informed that workman is not interested in contesting the case. It is felt that the workman has lost his interest to resolve the matter. Hence “No dispute” award is passed. communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1850.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 11/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था।

[सं. एल-12012/47/2012-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1850.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.11/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of Union Bank of India, and their workmen, received by the Central Government on 10.10.2019.

[No. L-12012/47/2012-IR (B-II)]

SEEMA BANSAL, Section Officer

**ANNEXURE**

**IN THE COURT OF MS. PRANITA MOHANTY: PRESIDING OFFICER CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR COURT No. 2, NEW DELHI**

**ID No. 11/2013**

Sunil Kumar s/o. Shri Mahender Singh,  
r/o. H.No.261, Pandav Nagar,  
near Karan Public School, District Meerut,  
C/o. Shri Praveen Kumar Bhardwaj, Advocate,  
Veer Sadan, B-239 Shastri Nagar, Meerut.

...Workman

**Versus**

1. The Branch Manager,  
Union Bank of India, RG College Branch,  
Western Court Road, Meerut.
2. Chief Manager,  
Union Bank of India,  
Zonal Office,  
In Front of Govt. Inter College,  
Meerut.

...Management

**AWARD**

By this award I propose to decide a reference which was made to this Tribunal by the appropriate Government vide letter No.L-12012/47/2012/IR(B-II) dated 14.12.2012 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

“Whether action of Union Bank of India in terminating the services of Shri Sunil Kumar Singh, w.e.f. 02-01-2011 without complying with provisions of Section 25 F,G,H of Industrial Disputes Act is justified ? What relief the workman is entitled to ?”

2. Both parties were put to notice and the claimant/workman Sunil Kumar filed his statement of claim with the averments that he has been working as Safai Karamchhari/Waterboy under the Management for the last 15 years. His work and conduct was always satisfactory and he gave no chance of any complaint. He continued to work upto 1/1/2011 and when on 2/1/2011 he reported for duty, he was not allowed to perform his duty. He continuously worked under the Management for 240 days in every calendar year. The services of the workman/claimant were illegally and unjustifiably terminated without giving him any notice or notice pay/compensation prior to termination of his services and the Management has violated the provisions of Section 25-F of the Act. The workman was working against permanent vacant post, which is still available with the Management. The Management is getting the work done from Shri Charan Singh who is junior to the workman/claimant and as such the Management has violated the provisions of Section 25-G and H of the Act. He got sent a demand/legal notice by registered post vide communication dated 14/2/2011 but to no response. Even the conciliation proceedings resulted into failure. The workman/claimant is unemployed since the date of his termination and he has not been able to get employment despite best efforts. He has prayed for reinstatement into service with full back wages and continuity of services & seniority etc. as well as full consequential benefits, besides claiming litigation expenses of Rs.15000/-.

3. The Management resisted the claim of the workman by filing written statement and took preliminary objections inter-alia that the claimant was not at any point of time a workman in the Bank of the Management and hence, there is no question of any illegal termination or violation of Section 25-F,G & H of the Act.. It is alleged that the mode of recruitment to the post of subordinate staff/part time staff is to make a requisition to the Employment Exchange to sponsor candidates or by advertisement in the newspaper and by following due procedure of recruitment. It is not permissible for a Branch Manager or any other Officer to make any appointment for the post of attender or part time sweeper. The Branch Manager only has the discretionary power to engage personal servants for carrying out his personal works and such servants are purely engaged by the Manager in his personal capacity, whereas the Management Bank has nothing to do with such engagement. Prayer has been made for rejection of the claim petition.

4. The workman/claimant filed rejoinder, reiterating his own case as set up in the statement of claim and denied the allegations made out by the Management.

5. On the pleadings of the parties, following issues were framed on 23/3/2015 :-

1) Whether action of Management of Union Bank of India in terminating the services of Shri Sunil Kumar Singh, w.e.f. 02/1/2011 without complying with Section 25 F, G, & H of Industrial Disputes Act, 1947 is justified ? If so, what effect ?

2) To what relief the workman/claimant is entitled to and from what date ?

6. Number of opportunities were given to the workman/claimant to lead evidence in support of his case but the claimant failed to do so and ultimately, this Tribunal was constrained to close evidence of the claimant vide order dated 1/10/2018. Though opportunity was also afforded to the Management to adduce evidence, however it opted not to lead any evidence.

7. I have heard Shri Rajat Arora, A/R for the Management as none appeared on behalf of the claimant. I have also gone through the records carefully. My findings on the above issues are as follows.

#### **Issue No.1 and 2 :-**

8. Both these issues being co-related are taken up together and same can be disposed of conveniently by common discussion.

9- Ld. AR appearing on behalf of the Management strongly contended that there is no relationship of employer and employee between the Management & claimant, as the Management never recruited/appointed the claimant at any point of time. It was also contended that onus is also upon the claimant to prove that he was in the employment of the Management and had completed more than 240 days in a calendar year.

10. There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the Management. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to *Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh*, (2005) 8 Supreme Court Cases 481 as well as *Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda* (2012) 1 SCC 47.

11. I may mention that number of opportunities were granted to the workman. No evidence has been adduced on his behalf. The claimant/workman even did not enter the witness box either to substantiate the averments made in the claim petition or to rebut the case of the Management that there existed no relationship of employer-employee between the Management & claimant. Perusal of the record shows that the claimant did not appear before the Tribunal from 27/4/2017 despite the fact that matter was adjourned time and again and ultimately this Tribunal was constrained to close his evidence vide order dated 1/10/2018.

12. In view of the fact that the claimant has not led any evidence in support of his case, it may be presumed that the workman/claimant does not want to prosecute the case as against the Management on merits. In these circumstances, this Tribunal has no option but to pass “No Dispute Award” in the matter. Award is passed accordingly.

Date : \_\_\_\_\_

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1851.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 02/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था।

[सं. एल-12011/52/2017-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1851.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Guwahati as shown in the Annexure, in the industrial dispute between the management of United Bank of India, and their workmen, received by the Central Government on 10.10.2019.

[No. L-12011/52/2017-IR (B-II)]

SEEMA BANSAL, Section Officer

#### ANNEXURE

#### IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

**Present:** Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B., Presiding Officer,  
CGIT-cum-Labour Court, Guwahati.

#### Ref. Case No. 02 of 2018

In the matter of an Industrial Dispute between :-

Workmen represented by United Bank of India Employees  
Association, Assam State, Guwahati.

...Claimants/Union

-Vrs-

The Management of United Bank of India, Regional Office,  
Jorhat & Another.

...O.Ps/Managements

#### APPEARANCES

For the Workmen. : Mr. B.Kakoti, Union Secretary

For the Management. : Mr. B.Deb, Asstt. Manager, Law, UBI

Date of Award: 30.09.2019

**AWARD**

1. This Industrial Dispute between “United Bank of India Employees’ Association” and the management of “United Bank of India” was referred to this Tribunal by the appropriate Government vide Notification No.-L-12011/52/2017-IR(B-II) dated 20.02.2018 with the following schedule.

**SCHEDULE**

*“Whether the action of the management of United Bank of India represented by GM (Resource Management), Head Office, 11, Hemantabasu Sarani, Kolkata-700001 and Chief Regional Manager, Sibsagar Region, Regional Office, Dohabara Road, Jorhat-785001 in deduction of excess wages paid in one installment and thereby non-payment of wages to Shri Moromjeet Gogoi and 03 other part time sweepers continuously for four months from June, 2016 to September, 2016 in contravention of provisions of payment of Wages Act, 1936 is legal and justified ? If not, what relief the workmen are entitled to and from which date?”*

2. After receipt of the reference, notices were issued to the concerned parties i.e. United Bank Employees Association, Assam, Guwahati, the claimant Union and the management of United Bank of India Regional Office, Jorhat and another representing the management.

3. By filing the claim statement the workmen side stated that the management resorted to unfair labour practice by depriving 4 numbers of part time sweeper (concerned workmen) from their legitimate salary consecutively for 4 months namely June, July, August and September, 2016 in the name of recovering the amounts “paid in excess to them” in the month of salary for May, 2016. The action of the management caused serious hardship to the employees which deserves to be redressed. It was further stated that the concerned workmen namely Sri Moromjeet Gogoi, part time Sweeper of Kamarbandha Branch, Sri Partha Jyoti Borah, part time Sweeper, Amguri Branch, Md. Majibul Rahman, part time Sweeper of Padumani Branch and Sri Laxmi Narayan Dey, part time Sweeper of Barua Bamun Gaon branch have been deprived of their salary for the months of June to September, 2016. It was further stated that the reason for non-payment has not been made known to the employees concerned which according to the management was enforced due to mistake of excess payment made to the aforesaid employees in the month of May, 2016. It was also stated that even if an employee is under suspension he is paid by the management @ 1/3<sup>rd</sup> of his salary. But in the present case the entire salary for the aforesaid 4 months were deducted in the name of the recovery of the excess amount paid in the month of May, 2016. The workmen Union has prayed for refund of the amount recovered by the management along with interest.

4. The management, in their written statement, stated that at the relevant time all the aforesaid part time Sweepers were drawing a monthly salary of Rs. 6512.75 and they are still in service. It was further submitted that in the year 2016 the management initiated a process for elevation of its part time Sweeper to House Keeper-cum-Sub Staff in pursuance to its policy as circulated vide Circular No. PA(AS)/ELEVATION/4/OM-715/15-16 on 20.02.2016. As per the said Circular Sweepers who had completed 5 years of service as on 31.12.2015 were eligible to be promoted to House Keeper-cum-Sub Staff with effect from 01.04.2016 and thereafter they will be entitled to get salary as applicable under new fitment to full time Subordinate employee of the Bank and other benefits, as per the Bipartite Settlement dated 19.10.1966. It was further stated that for providing monetary benefits and higher service benefits all part time Sweepers were asked to exercise their options for promotion as House Keeper-cum-Sub Staff on phased manner. In response to the said Circular of the Bank the concerned part time Sweepers also submitted their applications for the promotion. It was also stated that through inadvertence, office letters were issued to the above workmen though they were not eligible for consideration of promotion as House Keepers-cum-Sub Staff w.e.f. 01.04.2016 in the first phase of such process as per rules. However, they were treated as promoted and accordingly the salary for the month of May, 2016 was paid to the part time Sweepers under new fitment as applicable only to House Keeper-cum-Sub Staff. Consequently the concerned employees had received salary of Rs. 26983/- in the month of May 2016 though in the aforesaid month they were eligible for salary of Rs. 6512.75. It was also stated that during the review of the process the above error was noticed by the Bank Authority and necessary corrective measures were taken for recovery of the excess salary paid to them by the Bank. According to the Bank, any amount which is erroneously paid in excess to the staff can be lawfully recovered. On the aforesaid ground the management stated that the management did not commit any unfair labour practice by recovering excess payment made to the concerned workmen by deducting their entire salary for the subsequent four months.

5. Both sides examined one witness each. Workmen side examined Sri Biswajit Kakoti, who is the Secretary of United Bank of India Employees Association, Assam. He stated that while the salary for the month of June, 2016 was not received by the concerned 4 workmen as a result of sent percent deduction in the name of recovery of excess payment released to them wrongly, the matter was informed to the concerned General Manager at Head Office of United Bank of India, Kolkata requesting him to release the salary for the sake of livelihood of the concerned workmen. However no reply was given by the management. Accordingly, an Industrial Dispute against the management of United Bank of India for unlawful labour practice was raised and ultimately the matter was referred to this Tribunal. He further stated that the

management in its written statement has admitted that excess payment was made to the concerned workmen in the month of May, 2016 and subsequently when the error was detected the recovery was made by deduction of entire salary of subsequent 4 months i.e. from June to September, 2016. During cross-examination the witness admitted that at the time of deduction of the salary the concerned workmen were working as part time Sweepers and he knew that the wages of part time Sweeper is  $1/3^{\text{rd}}$  of the wages of regular Sweeper. He further stated that he did not know as to whether the concerned workmen intimated the Bank Authority about the excess amount being credited to their respective bank accounts. He also admitted that at the time of deduction of the concerned amount all the workmen were working as part time workers.

6. The management side examined one Sri Bhaskar Deb, Asstt. Manager, United Bank of India at Guwahati. He stated that the amount which was recovered was wrongly credited to the account of the concerned workmen as the salary for the month of May, 2016. He also stated that such excess amount was paid inadvertently and accordingly it was subsequently recovered. During cross-examination the witness admitted the correctness of Exhibit-A exhibited by the workmen side. He also admitted that while making the recovery the management deducted the entire salary component of the concerned staffs in 4 months. He also admitted that a circular was issued in respect of excess payment to Class-III and Class-IV employees of the Bank.

7. During argument the Secretary of the Union, who conducted the matter before this Tribunal himself stated that because of the recovery of the entire salary for 4 consecutive months from, June 2016 to September, 2016 the concerned workmen had to suffer immense hardship. He further stated that the nature of deduction was completely in violation of rules and as such, the management be directed to refund the recovered amount along with interest.

8. Argument for the management side was made by the concerned Bank Officer who examined himself as witness. He stated that the recovery of excess payment is not unjustified. He categorically stated that the management did not resort to unfair labour practice and only such amount was recovered which erroneously paid in excess.

9. On consideration of the evidence as well as submission made by the rival parties it appeared that the primary fact of excess payment to the concerned workmen is not in dispute. The workmen side has challenged the nature of recovery in the form of entire salary of the four consecutive months. There is no denial of the fact that deduction of entire salary towards recovery of excess payment from a Class-IV staff is bound to cause extreme hardship. The excess amount could have been recovered in installments keeping aside a part of salary so that the employees could sustain. But the management did not appear to have shown that sensitivity. The fact of the matter, however, is that the recovery has already been made and now the refund of the entire recovered amount and subsequent recovery of excess payment in installments also does not appear to be justified or workable. The management admitted that the excess amount was made due to human inadvertence. But, at the same time, it is also true that extreme hardship was caused to the employees by the sheer nature of recovery. The nature of recovery was indeed wrong. Every wrong should have a remedy and the only workable remedy in this matter would be to award at least a token compensation to the concerned employees.

10. Accordingly, it is directed that the concerned management shall pay compensation of Rs.10,000/- to each of the concerned employees within a period of 90 days from the date of the receipt of the copy of this Award. The reference, accordingly, stands disposed of with the Award as indicated above.

Given under the hand and seal of this Tribunal this 30<sup>th</sup> day of September, 2019.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2019

**का.आ. 1852.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोरपोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 60/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था।

[सं. एल-12011/120/2006—आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 10th October, 2019

**S.O. 1852.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Corporation Bank and their workmen, received by the Central Government on 10.10.2019.

[No. L-12011/120/2006-IR (B-II)]

SEEMA BANSAL, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT, BANGALORE

DATED : 30<sup>TH</sup> SEPTEMBER 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

#### CR 60/2007

##### I Party

The General Secretary,  
Corporation Bank Employees Guild,  
Ananda Plaza, Anand Rao Circle,  
Bangalore - 560 009.

##### II Party

The Chief Manager,  
Corporation Bank,  
Head Office,  
Mangaladevi Temple Road,  
P B No. 88,  
Mangalore - 575 001.

#### Appearance

Advocate for I Party : Mr. K. Srinivasa

Advocate for II Party : Mr. Pradeep S Sawkar

#### AWARD

The Central Government vide Order No.L-12011/120/2006-IR(B-II) dated 01.05.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

**“Whether the action of the management of Corporation Bank in refusing to consider the restoration of reduced basic pay of Shri M.V. Manjunatha consequent to the decision on O.S. No. 353/1999 is justified or not? If not, to what relief the workman is entitled?”**

1. The claim of the workman Sh. M.V Manjunatha is espoused by the Union. The fact is,

The 1<sup>st</sup> Party workman joined the 2<sup>nd</sup> Party Bank as a Peon in March 1983 and was promoted as a Clerk in 1988. While working at Kenchammana Hoskote Branch he was placed under suspension under certain allegation pending departmental enquiry; vide order dated 01.01.1994, Enquiry was initiated, Enquiry Officer held him guilty of charges of tampering of ledger entry. Based on the enquiry finding the Disciplinary Authority dismissed him from service vide order dated 08.09.1994. During the Conciliation proceedings settlement was reached between the parties on 14.12.1995; he was appointed as Clerk on 13.01.1996 without any back wages. He filed the Civil suit seeking declaration that the alleged tampering of the ledger entry is not made by him and the suit was decreed as prayed for vide judgment dated 31.08.2005. Said judgment and decree has become final. He sought monetary entitlement on the basis of the said judgment from the date of his suspension. But the Bank has refused to consider his prayer. The judgment and decree passed in his Original Suit No. 353/19 is binding on the Bank.

2. The claim is contested on the ground that, during conciliation meeting the Management agreed to reinstate him purely on humanitarian grounds, accordingly a settlement u/sec 12(3) of 'the Act' was entered. In pursuance of the settlement he is reappointed as Clerk subject to terms and conditions stipulated in the settlement. After re-joining the service and serving the Bank for 3 years in the year 1999, he filed the Civil Suit and judgment on decree is passed as prayed for. Since the settlement entered into under sec 12(3) of 'the Act' is final and binding u/sec 18(3) of 'the Act' the terms of settlement cannot be nullified in a collateral proceeding. The request of the 1<sup>st</sup> Party workman in his letter dated 01.04.2006 requesting to restore the woes and consequential benefits is not accepted. He has neither questioned the

terms of settlement arrived before the ALC (C) Bangalore nor challenged the order of dismissal in the Civil Suit. The mere declaration of the Court cannot be a ground for re-opening of the Settlement. In the absence of any specific direction by the Civil Court with reference to the terms of the settlement and the order of dismissal of the 1<sup>st</sup> Party from the service of the 2<sup>nd</sup> Party, his application for recalling of the earlier settlement dated 14.12.1995 entered before ALC (C) does not merit consideration. There is considerable delay of 13 years in raising the dispute, on that ground itself the reference is liable to be rejected. It was clearly stipulated in the Memorandum of settlement dated 14.12.1995 wherein it was inter alia agreed that the 1<sup>st</sup> Party would be reinstated in the Bank and the period from the date of his termination till the date of reporting for duty based on the Settlement would be reckoned for the purpose of Payment of Gratuity and continuance of his membership in the Bank's Provident Fund Scheme only. It was clearly stipulated that this period shall not be reckoned for payment of any age, grant of any increment or extend any other service benefits. The reference is liable to be rejected.

Evidence is adduced and written argument is submitted by both the parties.

3. Effort was made by the 2<sup>nd</sup> Party by examining the Enquiry Officer to demonstrate that the Punishment order was passed consequent upon a valid Domestic Enquiry and the Enquiry Report held him guilty of the misconduct. But that is not the crux of the matter. The scope of the present reference is limited only to the extent of monetary benefit that may arise consequent upon the judgment and decree passed by the Civil Court in O.S No. 353/1999 on the file of the Civil Judge (Jr. Dn) & J.M.F.C DD 31.08.2005.

4. It is not in dispute between the parties that the workman was found guilty of the charges alleged in the charge sheet dated 27.12.1993. The essence of the allegation was he had issued cheque No. 790533 on 04.06.1993 for Rs. 1,000/- in favour of one Smt. Rukmanvathi R Chandr which was purchased by Hassan Branch and sent for collection to K Hoskote Branch where the 1<sup>st</sup> Party was working. As there was no sufficient balance in his SB Account, to meet the said cheque he fraudulently altered the closing balance in his SB ledger Account he entered the cheque No. 790533 in his SB ledger Account and arrived at the closing balance of Rs. 43.24/- thus tampered the Bank records.

Now it is the history that a Domestic Enquiry was conducted on the charges and he was found guilty and was dismissed from service by an order dated 08.09.1994.

5. The Trade Union / Corporation Bank Employees Guild espoused his cause and raised the Industrial Dispute. During the course of conciliation, a Tripartite Settlement was entered on 14.12.1995 on the following terms (Ex M-22)

*Terms of Settlement:*

*The management has agreed that*

1. *It shall appoint Sh. M.V Manjunath as clerk in the pay scale of Rs. 1750-5500 and the appointment order will be issued within thirty days from the date of Settlement.*
2. *It shall fix the basic pay of Sh. M.V Manjunath at Rs. 2,530/- pm and allow him to draw his next annual increment on completion of twelve months from the date of his joining duty.*
3. *It shall reckon the period from the date of his termination till the date of his reporting for duty based on this Settlement for the purpose of payment of gratuity and continuance of his membership in the Bank Provident Fund Scheme only.*
4. *It shall not pay any wages, grant any implement or extend any other service for the above period.*
5. *It shall post Sh. M.V Manjunath as clerk in any of its Branches in Hassan region.*
6. *The union has accepted the above terms and also agreed that it shall not quote this settlement as precedent while deciding any past / pending / future dispute / cases.*

*The parties have agreed to send their compliance report before 25.01.1996 failing which it shall be presumed that the Settlement has been implemented in full.*

The settlement is signed by the Chief Manager and Personnel Officer representing the Management the General Secretary, Organising secretary and Authorised Representative representing Union, witnessed by the Stenographer and one LDC in the presence of Conciliation Officer and A.L.C (C)-II, Bangalore.

6. The Settlement was complied, the 1<sup>st</sup> Party was taken on duty. Three years thereafter he filed the Civil Suit (Supra) seeking the relief,

*To declare that the entries made out in the Account extract on 31.05.1993 and 01.06.1993 in his Account No. 3593 in the Bank are not the entries made out by him.*

The suit was contested and was decreed as below:



**ORDER**

*The suit is decreed with cost.*

*Accordingly, it is declared that the entries made out in the ledger account pertaining to SB Account No. 3593 belonging to the plaintiff are not made out by the plaintiff. ....*

7. Two years thereafter the very same Union has raised the dispute and the claim statement is verified by the General Secretary of the Union. The ground urged in the claim statement is contrary to the terms of Settlement of 14.12.1995 for which very same Union was a Party. To reiterate the ground

- a) *the workman has not tampered the ledger entry to his SB Account No. 3593 and as such the basis of allegation of the allegation of misconduct, placing the 1st Party workman under suspension w.e.f 01.01.1994, his removal from the services of the Bank by Order dated 08.09.1994 and the Settlement dated 14.12.1995 entered into when the workman was placed in such a difficult situation, taken away and all such proceedings have been void ab initio and the 1<sup>st</sup> Party workman throughout uninterruptedly and becomes entitled to salary and all other service benefits.*
- b) *that the judgment on Decree of the Civil Court passed and issued on 31.08.2005 in O.S No. 353/1999 is binding on the Bank, the Bank is not justified in refusing to consider the restoration of reduced basic pay of a workman and to pay his all monetary entitlements.*

8. Not only the first ground is beyond the scope of the referred issue but also contradicts the terms of Settlement of 14.12.1995. He had not sought for any consequential relief pursuant to the declaration prayed by him against the defendants therein perhaps with a hidden agenda. He never sought for a Decree nullifying the settlement dated 14.12.1995. There is no semblance between the Decree passed by the Civil Court and the second ground raised by him in his claim. The referred issue (supra) does not call for an adjudication to hold that the entire settlement proceedings and the settlement are void ab initio.

9. So much is placed by way of evidence by him about the innocence of the 1<sup>st</sup> Party workman viz a viz the charges held proved against him, his helpless situation subsequent to his dismissal, to accept the terms of settlement and the misconduct not being so grave so as to attract the punishment of dismissal. During their rebuttal evidence the Management has gone on to produce evidence about the fairness of the Domestic Enquiry conducted by them and the promotions granted to the workman on his reinstatement and his pay scale etc. Unfortunately, all the above evidence is redundant and is of no avail for adjudication of the referred issue.

10. Thirteen years after the Settlement and its compliance of the same the dispute is raised. By any number of judicial pronouncements, the Higher Court have held delay and laches in raising the dispute is sufficient to disentitle the workman for the relief. The judgment of the larger Bench of the Apex Court relied by the 2<sup>nd</sup> Party in the matter of National Engineering Industrial Limited and State of Rajasthan & Others, 2000-I-LLJ-247, answers to the dispute raised in this matter. Accordingly, a Tripartite Settlement challenged by the workers without any specific allegation was not appreciated in that case. It was held “*Industrial Dispute can be raised where Settlement is not bona fide and are arrived at, on account of fraud, misrepresentation or concealed fact or corruption of other inducements.*” It was further held at para 26 of the judgment “*A settlement arrived at in the course of conciliation proceedings with a recognised majority union will be binding on all workmen of the establishment, even whose who belong to the minority union which had objected to the same. Recognised union having majority of members is expected to protect the legitimate interest of labour and enter into a settlement in the best interest of labour. This is with the object to uphold the sanctity of settlement reached with the active assistance of the Conciliation Officer and to discourage an individual employee or minority union from scuttling the settlement. When a settlement is arrived at during the conciliation proceedings it is binding on the members of the Workers’ Union as laid down by section 18(3)(d) of the Act. It would ipso facto bind all the existing workmen who are all parties to the industrial dispute and who may not be members of unions that are signatories to such settlement under section 12(3) of the Act. Act is based on the principle of collective bargaining for resolving industrial dispute and for maintaining industrial peace. “This principle of industrial democracy is the bedrock*

of the Act”, as pointed out in the case of *P. Virudhachalam & Ors. Vs Management of Lotus Mills & Anr. (Supra)*. In all these negotiations based on collective bargaining individual workmen necessarily recedes to the background. Settlements will encompass all the disputes existing at the time of the settlement except those specifically left out”.

11. Without seeking a Decree from the Civil Court to nullify the settlement and without raising a Industrial Dispute challenging the fairness of the Settlement the dispute raised for the monetary benefit which was beyond the scope of the Legal settlement is baseless.

Order (ii) Rule 2 and 3 of the CCP contemplates

i) Suit to include the whole claim -

Every suit shall include the whole claim the plaintiff is entitled to make in respect of cause of action; but plaintiff may relinquish any portion of his claim in order to bring the suit within the jurisdiction of any court.

ii) Relinquishment of part of claim -

Where a plaintiff omits to sue in respect of or intentionally relinquishes any portion of his claim, he shall not afterwards sue in respect of the portion so omitted or relinquished.

iii) Omission to sue for one of several reliefs -

A person entitled to more than one relief in respect of the same cause of action may sue or all such relief; but if he omits, except with the leave of the court, to sue for all such reliefs, he shall not afterwards sue for any relief so omitted.

Without seeking an order from the Civil Court enabling him to execute the declaratory Decree obtained, now 1<sup>st</sup> Party cannot blame anyone except himself. The dispute raised in respect of monetary relief since seized long back under the legal settlement there is no Industrial Dispute between the parties which calls for adjudication in this reference. Hence,

#### AWARD

**The reference is rejected. 1<sup>st</sup> Party workman is not entitled for any relief**

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 30<sup>th</sup> September 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2019

**का.आ. 1853.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारतीय विमानपत्तन प्राधिकरण एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 30/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.10.2019 को प्राप्त हुआ था।

[सं. एल-11012/2/2017-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th October, 2019

**S.O. 1853.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/2018) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Airport Authority of India and others and their workman, which was received by the Central Government on 09.10.2019.

[No. L-11012/2/2017-IR(M)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

**Present:** Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

**INDUSTRIAL DISPUTE CASE NO. 30/2018****Date of Passing Award- 6<sup>th</sup> August, 2019****Between:**

Shri Bodan Ram,  
S/o Shri Surjan Singh,  
Through Airport Employees Union,  
BTR Bhawan, 13-A, Rouse Avenue,  
New Delhi- 110002.

... Workman

**Versus**

1. M/s. Airport Authority of India,  
Rajiv Gandhi Bhawan, Safdarjung Airport,  
New Delhi- 110003.
2. M/s. DIAL, New Udan Bhawan,  
IGI Airport, Terminal-3, New Delhi-110037.
3. M/s. Sea Hawak Cargo Carriers (P) Ltd.,  
26M Block, Grater Kailash Part-II,  
New Delhi.
4. M/s. Celibi Delhi Cargo,  
Terminal Management India Pvt. Ltd.,  
Room No. 23, Import Building, 1<sup>st</sup> Floor,  
International Cargo Terminal, IGI Airport,  
New Delhi- 110037.
5. M/s. APM Aircargo Terminal Services,  
107, Transport Enter, Punjabi Bagh,  
New Delhi- 110035.

...Managements

**Appearances:-**

None for the workman (A/R)	For the Workman.
Shri Sunil Dutt	For the AAI
Shri Vijay Yadav	For the Celibi
Shri Ashok Kumar	For the Sea Hawak
Shri Digvijay Rai & Manish Sehwat	For the DIAL
None for the APM (A/Rs)	For the APM

**AWARD**

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of M/s Airport Authority of India, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-11012/2/2017 (IR(M) dated 09.03.2018 to this tribunal for adjudication to the following effect.

“Whether the service of Shri Bodan Ram S/o Shri Surjan Singh have been terminated w.e.f. 16.11.2014 illegally and/or unjustifiably by M/s APM Air Cargo, contractor for the management of Celebi Delhi Cargo, Terminal management India Pvt. Ltd. and if so, what relief is he entitled to and what directions are necessary in this respect?”

The reference was received from the Appropriate Government following schedule. Pursuant to the same notice was issued to the claimant and all the respondents. The claimant and all the 5 respondents were noticed to appear and submit their pleading. The claimant though appeared and took time for filing of claim statement later on abundant the proceeding. The A/Rs for the management No.1,2,3, and 4 appeared through their authorized representatives but could not filed their pleadings. Since no claim statement was filed by the claimant.

It seems the claimant has no dispute for adjudication and it is felt proper to pass a no claim award with relation to the reference received from the appropriate government. It is accordingly ordered.

### ORDER

The reference be and the same is dismissed for non advancement of the claim by the claimant. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2019

**का.आ. 1854.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स नेशनल इश्योरेंस कं. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 18 एवं 25/2013-14) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था।

[सं. एल-17012/7/2013-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th October, 2019

**S.O. 1854.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18 & 25/2013-14) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. National Insurance Co. Ltd. and their workman, which was received by the Central Government on 10.10.2019.

[No. L-17012/7/2013-IR(M)]

D. K. HIMANSHU, Under Secy.

### ANNEXURE

**BEFORE SHRI S.S.GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No.CGIT/NGP/18 & 25/2013-14**

Date: 30.09.2019

**Party No. 1:** The Branch Manager,  
National Insurance Co. Ltd.,  
Branch Manager, Bhandara-441904,  
Maharashtra.

V/s.

**Party No. 2:** Shri Ramesh S/o Waman Bhagat,  
Ambedkar Ward, Bhandara,  
Tah. & Distt. Bhandara-441904,  
Maharashtra.

### AWARD

(Dated:-30<sup>th</sup> September, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred in form of two same

references having same date and order, which were received on same date, but different inward numbers i.e. Dy. Nos. 132 and 139 and Case Nos. CGIT/NGP/18/2013-14 and CGIT/NGP/25/2013-14 were marked, in the industrial dispute between the employers, in relation to the Management of National Insurance Co. Ltd. and their workman, Ramesh Bhagat for adjudication (which were consolidated thereafter as per order dated 27.08.2013 and tagged with CGIT/NGP/18/2013-14), as per letter No. **L-17012/7/2013-IR (M) dated 23.05.2013**, with the following schedule:-

**“Whether the action of the Branch Manager, National Insurance Co. Ltd., Bhandara in terminating the services of Shri Ramesh S/o Shri Waman Bhagat, ex-office boy/peon with effect from 08.03.2011 is just fair & legal? If not, to what relief the concerned workman is entitled to?”**

2. On receipt of the references, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Shri Ramesh Bhagat (“The workman” in short) filed the Statement of Claim and the Management of National Insurance Co. Ltd. (“Party No.1” in short) filed its Written Statement.

3. On behalf of workman, he filed Statement of Claim with asserting that, he was initially appointed as a water boy for summer season w.e.f 22.04.1993 to 30.06.1993. Thereafter, every year he was engaged by Party No.1 till the year 2000 for the same purpose. In November 2000, the workman was appointed as Office Boy cum Peon by the Party No.1 and since then workman was in continuous service with the Party No.1 till the date of his illegal termination i.e. 08.03.2011. The past service record of workman was clean and unblemished.

4. Workman also asserted that, he was in continuous service with the Party No.1 i.e. Insurance Company and had completed more than 240 days of continuous service long back. By virtue of this, workman had acquired the status of permanent employee as per clause 4C of Model Standing Orders. As the workman had acquired the status of deemed permanent employee therefore, his services cannot be terminated without following the due procedure of law. However, the Party No.1 Branch Manager orally terminated the service of the workman w.e.f. 08.03.2011 without assigning any reason in writing and without complying with mandatory provisions of ID Act and the workman was getting merely Rs. 1500/- (Rs. Fifteen hundred only) p.m. towards his wages. Workman was required to work from 11.00 a.m. to 5.00 p.m. As Office Boy he was required to clean the office, arrange files, do outdoor works and occasionally had to visit Nagpur office of Party No.1 for official work as per their directions.

5. Workman also asserted that, he was working with the Party No.1 at Bhandara as Office- Boy cum Peon since November 2000, without any break and Party No.1 i.e. Insurance Company maintains a common seniority list of class IV employees at the Division level. However, no seniority list was published or exhibited as required under section 25G of ID Act.

6. According to workman, Party No.1 did not issue termination order in writing, so it is treated as void abinitio and prayed that, termination order dated 08.03.2001 declared to be illegal and arbitrary and also prayed that, he entitled for reinstatement with continuity of service, with full back wages and cost of litigation Rs. 5000/- (Rs. Five thousands only) in the interest of justice.

7. Party No.1 filed written statement by denying all material facts, asserted in statement of claim. They specially denied that, workman initially appointed as water boy for summer season w.e.f 22.04.1993 to 30.06.1993 and he was continue in service till date of illegal termination. According to management i.e. Party No.1, he was not employee of the Party No.1. He never appointed as Office-Boy cum Peon.

8. Party No.1 denied facts mentioned in the para no.3 of statement of claim. According to management it is denied that, the workman was in continuous service with Party No.1 and had completed more than 240 days of continuous service long back. It is submitted the documents placed on record is contrary to his pleading, the workman should be put to strict proof of having completed 240 days of continuous service long back. It is denied that, by virtue of this workman had acquired the status of deemed permanent employee therefore, his service cannot be terminate without following the due procedure of law.

9. According to the Party No. 1, on few occasions the Party No.1 was called for 2 to 3 hours to clean the office floor, in absence of full time sweeper, and some times during summer for filling water in cooler and was paid wages for his work and also submitted that, he was continuously requesting to Party No.1 to make him permanent in service. It is further denied that, every time the Party No.1 assured that, his case for permanency would be sent to the Head Office at Calcutta. It is specifically denied that, as Party No.1 was giving the assurance.

10. According to management, workman was not given employment. Hence, the question of termination and giving of one months notice does not arise. According to them, Party No.1 maintains a common seniority list of Class IV employees at the Divisional level only of those employees who are given employment and the workman was not given

appointed, hence the question of giving written termination order does not arise and pray that, workman is not entitled any relief, because a false story has been concocted by the workman hence, he prayed that, reference needs to be answered in the negative.

11. On behalf of workman, he filed rejoinder in same footing as per statement of claim by asserting that, the payment of workman was enhanced from time to time. According to him, in the year of 2004, payment of workman was enhanced up to Rs.1500/- (Rs. Fifteen hundred only) per month. He also asserted that, he was continuous in employment with the Party No.1 till his termination. According to workman Minimum Wages Act is applicable to Party No.1. He also asserted that, he is out of employment and facing economic hardship.

**Point of determination:-**

1. “Whether order of termination is just fair & legal?”
2. “Whether workman is entitled to any relief?”

**Reason for decision:-**

12. In case law, Director, Fisheries Terminal Division vs. Bhikubhai Meghajibhai Chavda, AIR 2010 Supreme Court 1236, in which following principles are laid down:-

- a. The appellant claim that, the respondent did not work 240 days. The respondent was a workman hired on a daily wage basis. So it is obvious, as this court pointed out in the above case that, he would have difficulty in having access to all the official documents, muster roll etc. in connection with his service. He has come forward and deposed, so in our opinion the burden of proof shifts to the employer/appellants to prove that, he did not complete 240 days of service in the requisite period to constitute continuous service. It is the connection of the appellant that, the services of the respondent were terminated in 1988.
- b. The appellants have inexplicably failed to produce the complete records and muster rolls from 1985 to 1991, in spite of the direction issued by the Labour Court to produce the same. In fact there has been practically no challenge to the deposition of the respondent during cross-examination. In this regard, it would be pertinent.
- c. “A Court of Law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that, if a party despite possession of the best evidence had not produced the same, it would have gone against this contentions. The matter, however, would be different where despite direction by a court the evidence is withheld.”
- d. The appellants have clearly failed to prove that, the services of no junior employee was continued when the services of the respondent was terminated.

On behalf of workman, it was argued that, he was initially appointed as a water boy in summer session, but in November 2000, he was appointed as Office Boy cum Peon and since then he was continuous in service with Party No.1 i.e. Management till the date of his illegal termination i.e. 08.03.2011. This argument is denied by the management i.e. Party No.1. Now, I want to see firstly the workman’s evidence.

13. On behalf the workman, he examined himself as P.W.1 in support of their statement of claim, but in para 14 of his cross-examination he admitted that, he did not file any copy of appointment showing that, he had applied for the appointment. He also admitted in para 14 and 15 of his cross-examination that, “I was working with United India Insurance company and whenever required I was called by the National Insurance Company, it is correct to say, but I had been work in this way only till year 2000. He also admitted that, he worked both Insurance companies that duration. He also admitted that, he filed a letter dated 22.04.1993, which is related to his appointment in United India Insurance Company. In this way, his version is contradictory regarding period of working i.e. it is doubtful whether he whole time worked in Party No.1 i.e. National Insurance Company or both Insurance Company.

14. P.W.1 Ramesh in para 2 and 3 of his evidence on affidavit asserted that, he had completed more than 240 days continuous service in the year 2001, so he acquire the status of permanent employee. He also proved document P-1 to P-6 in his court examination, but as I mentioned above that, letter dated 22.04.1993 shows that, he was appointed in the period of 26.04.1993 to 30.06.1993 in the United India Insurance Company as Water Boy, but no appointment letter is filed regarding Party No.1. Document exhibit P-1 to P-6 shows that, all these correspondence regarding permanency for

the post of Peon from 08.03.2011 to 30.06.2011, but it is not related for the period of 2001. In this way oral evidence is not supported by documentary evidence. Now, I want to see the management evidence.

15. On behalf of management, Mr. Pravin Branch Manager M.W.1 was examined in support of their defence. In his chief-examination, he submitted all details as per Written Statement. According to him, he was working from 1988 to 2013 as a Branch Manager at Bhandara in Party No.1. According to him, versions of workman regarding appointment from November 2000 till his termination up to 08.03.2011 as an Office Boy cum Peon is totally false. According to him, workman was called during summer season for filling water in coolers and whenever the regular staff were on leave, he was called for to sweep the floor and to do some miscellaneous work, but in para 8 of his cross-examination he asserted that, he do not know workman Ramesh Bhagat. He was giving his statement on the basis of record i.e. vouchers and correspondences, but he did not filed these documents and he cannot assign any reason for not filing these documents.

16. On perusal of the statement it shows that, documents, which are in custody of management, did not file by the management Party No.1 i.e. defense of management is not supported by the documents, which are in his custody, so in the light of principle laid down in above case law adverse inference can be drawn against the management.

17. Workman Ramesh P.W.1 in his chief-examination asserted that, he requested to Branch Manager and higher authority to regularize his service and grant him a status of permanent employee. In support of his version he filed P-1 to P-7 in which P1 to P6 related correspondence regarding his regularization and permanency to the Branch Manager and head office, but these correspondences as I mentioned above in the year of 2011, after 08.03.2011, but not related to year of 2001. On the assessment of this evidence it cannot be presume that, he work continuously 11 year with Party No.1 and he completed 240 days of continuous service in each calendar year. I also observed that, management did not produce the concerned document, which are in his custody, but it does not shows that, they have some record duration of the service of the workman, but it also appears that, they have some records of vouchers regarding payment of the contingency services.

18. Management relied on case laws:-

Gangakisan Sahakari Chini Mills Ltd. Vs. Jaivir Singh 2007 (7) SCC 748, Kishore Ahuja vs. Balkrishna C. Kadam and others 2013 (3) Mh.L.J Page No. 145 and Raghunath Ambadas Hatgale Vs. Divisional Controller and Depot Manager, MSRTC Divisional Office, Aurangabad 2016(2) Mh.L.J. Page No. 477 in which Hon'ble High Court and Supreme Court laid down following principles.

- a. Labour Court was bound by the terms of the reference—Evidence which is de hors the pleadings cannot be taken cognizance of—There are too many loose-ends in the case of the respondent-workman in his pursuit of the relief of reinstatement and back wage—Labour Court totally misdirected itself by not considering these aspects.
- b. Admittedly the workmen belonged to 'seasonal category'---High Court also noted that, they were not permanent employees, who were to undergo probation---Despite, pleading status of permanent workmen, no averments were made that they had completed probation period---Nature of appointment was also not established---No appointment letter could be filed.
- c. "It is settled law that the Employee has to prove the factum of appointment/employment and continuity in service. The onus and burden initially lies on the Employee. ----- Petitioners were not appointed by the respondent /MSRTC considering their own admissions. The record as regards their payments made fortnightly could have been preserved by the respondent/MSRTC for sometimes. After the period of 20 to 22 years, whether such record could be said to be available with the respondent, is the core issue. ----- after 20 years, may not be possible".
- d. Held that, "though dispute is stale Labour Court considered evidence and held that no workmen proved their employment and 240 days continuous service".

19. Ongoing above discussion it also appears that, he was appointed as regular Peon, because evidence shows that, regular Peon is appointed through employment exchange, but record does not shows that, such procedure follows in case of workman. Evidence did not show that, his service was terminated, but according to management, workman work in office of Party No.1 as exigency services. Nothing in record shows that, he was terminated from the service, so in my opinion this is not actual case of termination, but some sort of regularization. I relied on case laws:-

20. Held, framing of any scheme is no function of Court but sole prerogative of Government – High Court in exercise of its extraordinary power under Article 226 can only direct Government to frame appropriate scheme – it is only in exceptional case where Court considers it proper to issue appropriate mandatory directions it may do so.

21. We are of the opinion that the respondent Union's claim for regularization of its members merely because they have been working for BRO for a considerable period of time cannot be granted in light of several decisions of this Court, wherein it has been consistently held that casual employment terminates when the same is discontinued, and merely because a temporary or casual worker has been engaged beyond the period of his employment, he would not be entitled to be absorbed in regular service or made permanent, if the original appointment was not in terms of the process envisaged by the relevant rules. [See *State of Karnataka v. Ganpathi Chaya Nayak*, *Union of India v. Kartick Chandra Mondal*; *Satya Prakash v. State of Bihar* and *Rameshwar Dayal v. Indian Railway Construction Co. Ltd.*]

*State of Karnataka v. Umadevi* (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753; *Official Liquidator v. Dayanand*, (2008) 10 SCC 1 : (2009) 1 SCC (L&S) 943; *Union of India v. Vartak Labour Union* (2), (2011) 4 SCC 200 : (2011) 1 SCC (L&S) 659, followed.

22. The Hon'ble High Court in para 3 & 5 of his judgment dated 04.08.2016 held that, Hon'ble Supreme Court in AIR 1998 SC 2722 service of show cause notice has been held to be necessary by having the same actually served. Publication of show cause notice in newspaper in those facts has been frowned upon and judgment of learned Single Judge in 2009 Mh. Lj 294 Luthfuddin Sheikh (supra) failure to furnish report of the Inquiry Officer has been held to be violative of principles of natural justice thereby vitiating the final order.

23. a) In case law—*Delhi Transport Corp. Vs. Ombir Singh* 2017 LLR 252, Hon'ble Lordship held that "Where principles of natural justice are not being complied with, then in such cases, compensation ought to be granted even if termination of service is found to be valid." On the basis of principles laid down in case laws:- Engineering Laghu Udhog Employees Union vs Judge, Labour Court and Industrial Tribunal & others – (2003) 12 SCC 1 in which it was held that:- "no difference whether the matter comes before the tribunal for approval under S.33 or on a reference under S.10 of the Industrial Dispute Act, 1947. In either case if the enquiry is defective or if no enquiry has been held as required by Standing Orders, the entire case would be open before the tribunal and the employer would have to justify on facts as well that its order of dismissal or discharge was proper." "A defective enquiry in our opinion stands on the same footing as no enquiry and in either case the tribunal would have jurisdiction to go into the facts and the employer would have to satisfy the tribunal that on facts the order of dismissal or discharge was proper." These principles are also laid down by Hon'ble Supreme Court in case laws- *Punjab Urban Planning & Development authority Vs. Mandip Singh* (2016) 7 SCC-571, *UPSRTC Vs. Gopal Shukla* (2015) SCC 603, *Sanjay Singh Vs. National Seed Corporation* (2017) 13 SCC 269, *V.D. Vegad Vs. State of Gujarat* (2017) 2 SCC 508 and *Angikr Oriental (Arbic) Higher Secondary School Vs. A. Harnoon* (2017) 2 SCC 510.

23-b) The Hon'ble Supreme Court in above case laws: *Divisional Manager, New India Assurance Company Limited versus A. Sankaralingam*, held that, "The preponderance of judicial opinion is that a workman working even on a part-time basis would be entitled to benefit of Section of 25-F of the Act".

23-c) Advocate for the Party No.1 in his written argument, shown five case laws, but he did not file hard copy of every case law mentioned in written argument. He only filed above case laws.

24. In case law--- Delhi Transport Corp. vs. Ombir Singh 2017 LLR 252, Hon'ble Lordship held that "Where principles of natural justice are not being complied with, then in such cases, compensation ought to be granted even if termination of service is found to be valid". On the basis of principle laid down in Engineering Laghu Udhog Employees Union vs Judge, Labour Court and Industrial Tribunal & others – (2003) 12 SCC 1 in which it was held that:- "no difference whether the matter comes before the tribunal for approval under S.33 or on a reference under S.10 of the Industrial Dispute Act, 1947. In either case if the enquiry is defective or if no enquiry has been held as required by Standing Orders, the entire case would be open before the tribunal and the employer would have to justify on facts as well that its order of dismissal or discharge was proper." "A defective enquiry in our opinion stands on the same footing as no enquiry and in either case the tribunal would have jurisdiction to go into the facts and the employer would have to satisfy the tribunal that on facts the order of dismissal or discharge was proper." These principles are also laid down by Hon'ble Supreme Court in case laws- *Punjab Urban Planning & Development authority Vs. Mandip Singh* (2016) 7 SCC-571, *UPSRTC Vs. Gopal Shukla* (2015) SCC 603, *Sanjay Singh Vs. National Seed Corporation* (2017) 13 SCC 269, *V.D. Vegad Vs. State of Gujarat* (2017) 2 SCC 508 and *Angikr Oriental (Arbic) Higher Secondary School Vs. A. Harnoon* (2017) 2 SCC 510.



25. Ongoing the above discussions and judging the present case with the touchstone of above case laws, I come to conclusion that, workman fails to prove that; he was working with Party No.1 as a peon from last 11 years. He also fails to prove that, he was working with Party No.1 in the year of 2001 up to till termination, more than 240 days in each calendar year. As documents P-6 and P-7 and fact admitted by the management, show that, he worked some time with party No.1 office on contingency services, he also worked in that time e.g. to take stationary from Divisional Office, transportation of furniture for the bank from where bank purchase, delivery or supply of the cover note, to take out Xerox copy of the Party No. 1 from Xerox copy Center, but he failed to produce his appointment letter and termination letter. It also appears that, his services were terminated without paying any compensation, so in my opinion he is entitled for compensation. Hence it is ordered.

### **ORDER**

**The action of the Branch Manager, National Insurance Co. Ltd., Bhandara in terminating the services of Shri Ramesh S/o Shri Waman Bhagat, ex-office boy/peon with effect from 08.03.2011 is just, fair & legal, but the workman is entitled to Lumpsum compensation of Rs. 2, 00,000/- (Rupees Two Lakh Only) in lieu of retrenchment compensation, pain and suffering during this litigation, which is payable within one month from the publication of this award in official gazette, failing to which, amount due to the workman will carry interest of 6% per annum from the date of due to the workman to the date of actual payment of the amount to the workman. He is not entitled for any other relief.**

S. S. GARG, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2019

**का.आ. 1855.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स विजय इंजीनियरिंग एंटरप्राइजेज प्राइवेट लिमिटेड एवं अल्ट्रा टेक सीमेंट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 26/2015-16) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था।

[सं. एल-29012/34/2015-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th October, 2019

**S.O. 1855.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/2015-16) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Vijay Engineering Enterprises Pvt. Ltd. and Ultra Tech Cement Ltd. and their workman, which was received by the Central Government on 10.10.2019.

[No. L-29012/34/2015-IR(M)]

D. K. HIMANSHU, Under Secy.

### **ANNEXURE**

**BEFORE SHRI S.S.GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No.CGIT/NGP/26/2015-16**

**Date: 24.09.2019**

**Party No.1:(a)**

M/s Vijay Engineering Enterprises Pvt. Ltd.,  
Shricon House, 25 Pragati Layout,  
Rajiv Nagar, Wardha Road,  
Nagpur-440025.

**Party No.1:(b)**

The Unit Head,  
M/s Ultra Tech Cement, Awarpur Cement Works,  
Awarpur Cement Works, At Awarpur,  
Chandrapur (M.S.)

V/s

**Party No. 2:**

Shri. Shashikant Wasudeo Diwe,  
R/o Vill-Awalpur, Tah. – Korpana,  
Dist. – Chandrapur (M.S.)

**AWARD**(Dated:-24<sup>th</sup> September, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of M/s. Ultra Tech Cement Ltd. and their workman Shri. Shashikant Wasudeo Diwe, for adjudication, as per letter No.L-29012/34/2015-IR (M) dated 18.09.2015, with the following schedule:-

**"Whether the action of the management of M/s. Ultra Tech Cement Ltd., At Awalpur, Chandrapur in termination the service of Shri. Shashikant Wasudeo Diwe, worker orally through the contractor M/s. Vijay Engineering Enterprises Pvt. Ltd. without complying the relevant provision of law and denying to reinstate in service to extend any relief is legal & justified. If not, what relief the workman is entitled to"**

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement.
3. After notice Advocate Mr. V.M. Kawade filed Vakalatnama on 01-03-2016 on behalf of workman Shri Shashikant Wasudeo Diwe (Workman, Party no.2). Mr. Jivan Shukla Advocate filed his Vakalatnama on 21-09-2018 on behalf of Party No. 1a, but on behalf of Ultra tech Cement i.e. Party No.1b nobody appeared and not filed any Vakalatnama, So in this case workman did not file statement of claim and rejoinder, and Respondents did not file written statement, but both parties filed joint pursis on 21-09-2018, which shows that, the matter between parties have been amicably settled out of the court and they also shows that, on behalf of party No.1 they paid Rs. 65,000/- to the Party No. 2 by Demand Draft dated 10-02-2016 and they also filed acknowledgement/receipt of payment to workman dated 20-02-2016, after that this court directed the parties to file affidavit regarding terms of settlement. But nobody appeared and participates in the proceedings and complied the order given by this tribunal.
4. Ongoing above discussion my humble opinion that, parties are not interested to proceed with the reference from 21-09-2018, it also appears that, they do not interested proceed this case. Copy of settlement also not filed before this court so no legal order can be passed regarding settlement; hence it is ordered that, the reference is decided against the worker in negative and in favour of party No. 1a and 1b.

**ORDER**

**The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.**

S. S. GARG, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2019

**का.आ. 1856.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कुद्रेमुख आयरन ओर कम्पनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 46/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.10.2019 को प्राप्त हुआ था।

[सं. एल-26011/2/2008-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th October, 2019

**S.O. 1856.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kudremukh Iron Ore Company Ltd. and their workman, which was received by the Central Government on 04.10.2019.

[No. L-26011/2/2008-IR(M)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**  
**BANGALORE**

DATED : 30<sup>TH</sup> SEPTEMBER, 2019

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

**CR 46/2008**

**I Party**

The General Secretary,  
 Kudremukh Emp. Union,  
 B-60, Kudremukh Iron Ore Co. Ltd. Township,  
 Kavour Panambur,  
 MANGALORE – 575010.

**II Party**

The Director  
 (Production & Projects),  
 Kudremukh Iron Ore  
 Company Ltd.,  
 Panambur  
 MANGALORE – 575010.

**Appearance**

Advocate for I Party : Mr. J. Ravindra Naik

Advocate for II Party : Mr. Abhishek K Bhat

**AWARD**

The Central Government vide Order No.L-26011/2/2008-IR(M) dated 07.05.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

**“Whether the management of Kudremukh Iron Ore Company Ltd., is justified in issuing notice of change dated 20.06.2006 and 28.06.2006 for withdrawal of the following allowances being paid to their employees since 1997: i) Mining Allowance. ii) Tribal Area Allowance. iii) Urban Allowance. iv) Washing Allowance. To what relief the workmen are entitled?”**

1. The claim of the 1<sup>st</sup> Party Union is,

The Management entered into settlement with the then recognised Union (K.M.S) on 05.10.1999 and the settlement was valid till 31.12.2006. As per the terms of the settlement the workmen are given Tribal Area allowance, Urban Allowance, Washing allowance and Mining allowance. Tribal Area allowance at the rate of Rs. 200/- per month shall be paid to the employees holding technical scale; Rs. 175/- per month for other employees working in Kudremukh and Mangalore location; Urban allowance is paid to the employees working at Bangalore, Chennai and Delhi at Rs. 175/- per month; Washing allowance is paid at Rs 115/- per month to the employees holding technical skills at Rs. 90/- per month for other employees; Washing allowance for Aprons shall be revised at Rs. 30/- per month and Mining allowance will be paid to the employees at Kudremukh and Mangalore; at Rs 145/- per month to the employees in the scale of M1, M2 and N1- N4; at Rs. 200/- per month to the employees in the scale of M3, M4 and N5-N8.

The 2<sup>nd</sup> Party issued two notices dated 20.06.2006 and 28.06.2006 under Section 9 (A) of 'the Act', withdrawing the benefits of the above allowances, on the ground that pursuant to Supreme Court verdict, mining operation is stopped from 01.01.2006 due to requirement of suitable Iron ore; production activity at Mangalore is adversely effective.....etc. But the Hon'ble Supreme Court has not directed to stop the mining activity by the end of 31.12.2005, other activities in the company are not stopped. Under the VRS Scheme, several workmen have taken voluntary retirement; the work force has reduced; the workman are representing before the appropriate Authorities and the State and Central Governments to continue mining activities. Kudremukh area is a Tribal area; the Government rehabilitated the Tribal people on acquiring the lands and handed over the lands to the 2<sup>nd</sup> Party to start mining operations.

2. It is further claimed that, the 2<sup>nd</sup> Party is earning huge profit through mining activity. A review petition is pending before the Hon'ble Supreme Court to reconsider the decision in directing the closure of mining operation. If the review petition is allowed, there are chances of carrying on mining operation. Mining ore can be procured from the other places by deploying workmen. There are about 1000 workmen / employees including executives working at Kudremukh

mines. It is a breach of settlement without consultation with the recognised Union. Giving effect to the notice will cause loss of Rs. 500/- per month to each of the employee, all the activities are going on in all the places except mining at Kudremukh. It is requested to withdraw the notice.

3. Counter from the 2<sup>nd</sup> Party to the above claim is,

During October 2002, on an Interim Application the Hon'ble Supreme Court permitted KIOCL to continue mining till end of December 2005. The company has stopped mining operation w.e.f 01.01.2006, since then, no production activity is continued at Kudremukh. Consequently, the Pellet production at Pellet Plant Mangalore is stopped for want to Iron concentrate to feed the Pellet Plant. Voluntary Retirement Scheme is introduced w.e.f 01.01.2006, production activities at Kudremukh and Mangalore is stopped causing loss of revenue. There is no generation of revenue for payment of salary and allowance to the employees; the salary bill is above Rs. 5.0 crores per month. Though, it was attempted to sustain Pellet production at Mangalore by procuring Iron Ore raw material, due to technical problems, production activity at Mangalore could not go smoothly only service of few staffs is utilised at Kudremukh for essential services. There are about 891 workmen and 458 Executives / Supervisors working at different locations of the company.

4. It is further stated that, presently no review petition is pending before the Hon'ble Supreme Court, 73 Executives and Supervisors and 352 Non-Executives are working at Kudremukh. The notice is issued under the provisions of 'the Act'. Stoppage of few allowances will not put the workmen in any hardship, since they are getting their wages and certain other allowances. Delay in implementation austerity measures would cause hardship, since the company is required to sustain for further opportunities of revival.

Procuring Iron ore from other mines to sustain production at Pellet Plant and Blast Furnace Unit at Mangalore has increased the cost of production. During 2009-2010 the company sustained financial loss.

Both parties have adduced evidence.

5. The parties are not at dispute about the position of the company consequent upon the Order passed by the Apex Court, which put an end to the mining work w.e.f 01.01.2006. The notices u/sec 9(A) of 'the Act' which is culminated into this Industrial dispute are not marked in evidence. The 2<sup>nd</sup> Party has examined its Deputy Manager (Personnel) and produced a certificate from the Senior Manager (Personnel) of the company stating that, no deduction / reduction is made from the wages / salaries of the employees in respect of the Mining allowance and Tribal allowance (Kudremukh and Mangalore employee). Urban allowance (pertaining to Bangalore, New Delhi, Chennai and Bhubaneswar employees) and washing allowance (pertaining to Kudremukh, Mangalore, Bangalore, New Delhi, Chennai and Bhubaneswar)

During the cross examination of the witness, he stated to the effect that there was a settlement for a period January 1997 to 31.12.2000 and another settlement for the period for January 2007 to December 2011 and a fresh settlement is due.

6. As per the evidence of WW1 recorded on 29.08.2012, as per the 2007 settlement, while withdrawing mining allowance factory allowance is introduced. The amount payable to the Executives was not withdrawn; new pattern of salary was introduced to the executives in 2007 by withdrawing 47% of their perks. In respect of the Non-Executives at Kudremukh no allowance is withdrawn.

When the notice of change dated 20.06.2006 and 28.06.2006 are not acted upon and no deduction as proposed in the notice is effected and both parties have entered into further settlements, no Industrial dispute exists as stated in the schedule to the point for reference. Hence, no relief can be granted under the reference to the 1<sup>st</sup> Party workmen.

#### **AWARD**

#### **The reference is rejected**

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 30<sup>th</sup> September, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2019

**का.आ. 1857.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कम्बटा उड्डयन प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, दिल्ली के पंचाट (संदर्भ संख्या 03/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था ।

[सं. एल-20013/01/2019-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 14th October, 2019

**S.O. 1857.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (17 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi (Ref. No. 03/2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Cambata Aviation Private Limited and their workmen, which was received by the Central Government on 10.10.2019.

[No. L-20013/01/2019-IR (C-I)]

S. C. RAY, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

**INDUSTRIAL DISPUTE COMPLAINT ID NO. 03/2015****Date of Passing Award- 2<sup>nd</sup> August, 2019****Between:-**

Shri Shyam Sunder,  
S/o Shri Kishan,  
R/o Village and P.O Khaira,  
Najafgarh  
New Delhi- 110043

... Workman

**Versus**

M/s. Cambata Aviation Pvt. Ltd.,  
9/9A, 3<sup>rd</sup> Floor, Vasant Square Mall,  
Vasant Kunj, New Delhi  
New Delhi- 110037.

... Management

**Appearances:-**

Shri Sunil Kumar (A/R) For the Workman.

None for the management (A/R) For the Management

**AWARD**

This is an application filed by the claimant/workman u/s 33-A of the ID Act praying therein for a relief in the nature of a direction to the management to reinstate him in service with the further relief of continuity of service full back wages and consequential service benefits for illegal termination.

As per the claim statement the complainant was working for the management M/s Cambata Aviation Pvt. Ltd. since the year 2001 and was an active member of Cambata Aviation Karamchhari Union the majority union of the management. The said union was raising various issues to safeguard the interest of the workers before the management. ID No. 122/2012 was filed by the Cambata Aviation Karamchhari Union raising General Demand of the workers. Being annoyed by the same on 13.11.2014 during the pendency of ID No. 122/2012 management dismissed the workman from service pursuant to a false charge sheet and without conducting proper inquiry. Not only that when the order of dismissal was

passed an application was pending before the Assistant Labour Commissioner for declaration of the claimant and others as protected workman. When the matter was pending for passing of a final order by the ALC and the same was within the knowledge of the management, the order of the dismissal passed is illegal.

Being noticed the management appeared and filed WS pleading inter alia that the workman was appointed initially on temporary basis in the year 2001 and later on he was confirmed. But he was very irregular and in the habit of remaining unauthorizedly absent. Thus on 08.06.2012 charge sheet was served on him and following due procedure domestic inquiry started. The workman participated in the inquiry alongwith his Defence Assistant. All the documents were supplied to him and Principles of Natural Justice were followed. The allegation of unauthorized absence was a matter evident on record. But the workman did not cooperate in the hearing and the proceeding continued for 23 months during which 24 adjournments were allowed. For the non cooperation of the claimant the inquiry officer finally submitted his report to the disciplinary authority who accepted the finding of guilt against the workman and passed the order of dismissal. To support the contention the management had filed volumes of documents which included the charge the showcause notice salary payment vouchers showing absence of the workman the inquiry proceeding the report of the EO and the order of the dismissal passed by the Disciplinary Authority.

On this rival pleading following issues were framed for determination.

#### ISSUES

1. Whether the claimant is a protected workman.
2. Whether the service of the claimant was changed and his services were terminated during the pendency of ID No. 122/2012.
3. Whether the termination of the claimant has bearing with the facts of the ID No. 122/2012.
4. To what relief of the workman is entitled to.

During the hearing claimant examined himself as WW1 and filed the documents which were exhibited in a series of WW1/1 to WW1/6. These document include demand notice, served on the management the copy of the charge sheet the reply by the workman on receipt of the charge sheet a protest letter submitted by him stating therein that the inquiry is not being conducted in a fair manner the report of the Inquiry Officer and the order of the dismissal passed by the Disciplinary Authority.

No oral or documentary evidence was adduced by the management though some documents were filed alongwith the WS. During course of examination the claimant/workman deposed exactly in the line of the claim statement and added that the domestic inquiry was conducted with a view to take revenge since he was a prominent leader of the union. On several occasions the management had put pressure on the workman and other office bearer for withdrawal of Id No. 122/2012. That having not been complied the management took this action against him. The witness further stated that Id No. 122/2012 was with regard to the General Demand of the workman and the claimant/workman was a protected workman. This fact being fully within the knowledge the order of dismissal should not have been passed for restriction imposed u/s 33(3) of the Id Act. He also stated that the alleged absence was never unauthorized but for bad health condition of the workman. He had suffered heart attack and fracture of leg leading to his absence from duty. He never claimed remuneration for this period and the management had agreed to treat the same as leave without pay. But for the vindication the order of dismissal was passed.

This evidence of the workman has remained uncontroverted since the management after filing of the WS did not come forward to contest the matter. The provision of law laid u/s 33 of the ID Act 1947 clearly envisages that during the pendency of any proceeding before the Labour Court or Tribunal no employer in regard to any matter connected with the dispute shall alter the service of any workman save with the express permission of the authority. The workman has pleaded that being a officer bearer of the Union sometimes he was remaining absence from duty to pursue and follow the litigation and the management took the same as unauthorized absence and should not have passed the dismissal order for the restriction laid u/s 33(3) of the ID Act.

For the evidence and argument advanced by the claimant and for no rebuttal evidence adduced by the management it is held that the management by passing the order of dismissal against the workman acted in a manner in contravention of the provisions of section 33(3) of the ID Act and as such the same is not sustainable. It is ordered accordingly.

**ORDER**

The order of dismissal passed by the management against the claimant/workman is hereby set aside. The management is directed to reinstate the workman into service with immediate effect alongwith full back wage, continuity of service and all other consequential benefits. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2019

**का.आ. 1858.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ओ एन जी सी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहाटी (असम) के पंचाट (संदर्भ संख्या 08/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.10.2019 को प्राप्त हुआ था ।

[सं. एल-20012/07/1996-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 14th October, 2019

**S.O. 1858.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati (Assam) (Ref. No. 08/2017) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C Limited and their workmen, which was received by the Central Government on 11.10.2019.

[No. L-20012/07/1996-IR (C-I)]

S. C. RAY, Section Officer

**ANNEXURE****IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM**

**Present:** Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B. Presiding Officer,  
CGIT-cum-Labour Court, Guwahati.

**Ref. Case No. 08 of 2017**

**(Old number: Ref. No. 1(C)/1997)**

In the matter of an Industrial Dispute between :-

Sri Indreswar Saikia & 36 Ors.

...Claimant/ Workman

**-Vrs-**

The Management of O.N.G.C. and another, DVP, Jorhat.

...O.P./Management

**APPEARANCES**

For the Workmen. : Mr. S.K.Ghose, Advocate.

For the Management. : Mr. S.N.Sharma, Sr. Advocate.  
Mr. N.A.Singh, Advocate.

Date of Award:13.09.2019

### AWARD

1. The present industrial dispute between the concerned workmen and the management of ONGC was referred to this Tribunal by the appropriate government with the following schedule vide Notification No. L-20012/07/96-IR (Coal-I) dt. 24/25-2-1997.

### SCHEDULE

***“Whether the action of the management of O.N.G.C., Dhansiri Valley Project, Jorhat in not regularizing the services of Shri Indreswar Saikia and 36 others ( as per list enclosed) and denying equal wages for the work is legal and justified? If not, to what relief are these workmen entitled ?”***

2. The background facts leading to the instant dispute, as claimed by the workmen side, may be briefly summarized as under. The management of Dhansiri Valley Project of ONGC engaged 264 persons on casual/contingency basis since 1983/84. These workers formed a Trade Union named “DVP ONGC Workers’ Association”. The Union demanded regular absorption of the aforesaid workers. But as the management did not agree, the Union filed a Writ Petition before the Hon’ble High Court vide No.1907/88. However during the pendency of the aforesaid Writ Petition the appropriate Government drew up the reference under Section 10 of the Industrial Disputes Act, 1947 as to whether the action of the management of ONGC in not regularizing the service of 264 casual labourers was justified. The aforesaid reference was registered as Reference Case No.1(C) of 1989 before the Industrial Tribunal constituted by the Government of Assam at Guwahati and both the parties contested the matter by filing written statements as well as evidence. The reference was ultimately decided in favour of the workmen vide award dated 18.03.1991 which was challenged by the management before the Hon’ble High Court vide Civil Rule No.4375/1991. Ultimately by a common judgment dated 05.08.1993 the Hon’ble High Court upheld the award. The order of the Hon’ble High Court was challenged by the management before the Hon’ble Supreme Court vide SLP No.1304/1994 but the same was subsequently dismissed on 25.02.1994.

3. It was averred by the workmen side that despite the aforesaid final award the management did not regularize the services of 37 workers out of the 264 workmen involved in the earlier reference. The matter was taken before the concerned Labour Commissioner by the workmen side. But the proceeding failed to yield any positive result for the workmen. The concerned Labour Commissioner-cum-Conciliation Officer then sent a failure report to the appropriate government. Subsequently, the matter was referred to the Industrial Tribunal by the appropriate government and Reference Case No.1(C)/1997 i.e. the present Reference was initiated before the Industrial Tribunal. On the backdrop of the aforesaid “fact”, the workmen side prayed for a favourable award mainly on the ground that the workmen involved in the present reference were included in the group of 264 workmen who were members of “DVP ONGC Workers Association”.

4. The management disputed the facts stated by the Union and claimed that the present 37 numbers of workmen suddenly came out as they were aware that in the earlier proceeding of Reference Case No.1(C) of 1989 the Union themselves stated that out of 264 workmen 37 numbers of workmen had left ONGC before the earlier award was passed. It was also stated that the Workers’ Association was fully aware of the award dated 12.03.1991 passed in Ref. Case No. 1(C)/1989 wherein it was specifically mentioned to regularize all the concerned workers who were still working as casual workers. The management admitted that they challenged the original Award dated 12.3.1991 but they lost both in the Hon’ble High Court and the Hon’ble Supreme Court and accordingly the management regularized those employees whose names were provided by the Union. Subsequently the Union alleged that all the concerned workers in Ref. Case No.1 (C)/1989 have not been regularized and accordingly filed a contempt case before the Hon’ble High Court which was numbered as COP(C) No.397/1994. The management appeared and contested the case and after hearing both the sides the Hon’ble High Court found that the ONGC has fully complied with the award dated 12.03.1991 passed in Ref. Case No.1(C)/1989 and accordingly dismissed the Contempt Petition vide order dated 15.07.1996 ( Exhibit-A in MW.3’s evidence). It was further stated by the management that thereafter the Union raised another Industrial Dispute and as per the order of the Appropriate Government the present reference was initiated and the original number of this Reference Case was 1(C)/1997. The Tribunal thereafter passed an award directing regularization of these employees vide award dated 01.06.2001. The management challenged the award dated 01.06.2001 before the Hon’ble High Court vide W.P(C) No.6096/2002 and the Hon’ble Single Judge upheld the award passed by the Tribunal. Being aggrieved by the said order the management preferred Writ Appeal before the Hon’ble Gauhati High Court vide No. W.A. No.96/2013. The Hon’ble Division Bench vide order dated 29.09.2016 held that the workmen involved in the present reference were not concerned workmen involved in Ref. Case No.1(C)/1989 and accordingly the Hon’ble Division Bench set aside the award passed by the Tribunal. It was however stated that considering the plight of the workmen the Hon’ble High Court remanded the matter before this Tribunal with a view to give a chance to the Union to prove their case before this Tribunal if necessary by producing fresh evidence supporting their claim. Thereafter the old Ref. Case was renumbered before this Tribunal as Ref. Case No.08 of 2017.



5. Originally in this Ref. Case workman side examined 2 witnesses. The workman witnesses No.1 & 2 in their oral testimony exhibited Document No. Exhibit 1 to Exhibit-31 and Exhibit-I to Exhibit-IX and claimed that the present set of workers involved in this Ref. were part of the 264 numbers of workmen of earlier Ref. Case No.1(C) and hence they are also entitled to the benefits arising out of the earlier Reference and it's award. In their evidences the management side categorically stated that the present set of workers involved in this Ref. were never part of the 264 numbers of workmen who were directed to be regularized and out of which the workers who were working at that point of time were already regularized by the management of the ONGC. After the remand of the matter by the Hon'ble High Court the workmen side adduced evidence of 23 persons and re-examined the earlier witness No. 2 namely Sri Bipul Baruah. In his re-examination the workman witness No.2 stated that he and the remaining workers were also part of the original 264 numbers of workmen but the management illegally did not regularize them though there was an award. During cross-examination he admitted that he proved certain copy of Affidavit on opposition filed in the Civil Rule No.4375 of 1991(Exhibit-IXA). He however denied the suggestion that the present 37 were not in the list of 264 workers who were part of the earlier Reference Case. He also admitted that after non regularization of this set of 37 workers they preferred a Contempt Petition on the ground that the order was not complied but the said Contempt Petition was dismissed. The remaining workers i.e. Workmen Witness No.3 to 24 stated that they were contractual workers engaged in various establishments and drilling sites of ONGC since long and they were also originally part of the group of 264 workers as members of "DVP ONGC Workers' Association" who secured the benefit of regularization in terms of award dated 12.3.91 in Ref. Case No. 1(C) of 1989 but instead of that award the 37 numbers of workers who were originally part of the group of 264 workmen were not regularized for which the present Ref. Case was initiated. During the cross-examination the witnesses admitted that they were appointed as contractual workers on daily wage basis from different dates. The witnesses however denied the management suggestion that they were not part of the group of 264 numbers of workers who got an award in favour of them in Ref. Case No. 1(C)/1989. It was also admitted by all the witnesses that they were not engaged through any regular advertisement. After the remand of the matter before this Tribunal the management side also examined one witness i.e. M.W.3 named Subramani Anandaraj who was working as Sr. Human Resources Executive in ONGC on the date of his giving evidence on 15.05.2019. He has stated that the set of 37 workers in the present Reference were in contractual engagement and also gave an explanation for not being able to produce certain documents. He stated that Public Sector Undertakings are required to maintain records up to 10 years and thereafter the same are destroyed. Since the record called for are of more than 15/20 years old the originals could not be produced. He also stated that the contractual engagement of the present set of workers who were 24 (at present) in number could not produce any document to show that there was any regular advertisement or appointment letter of casual employment. He also stated that in Ref. Case No.1(C) of 1989 the workmen have exhibited one Affidavit in opposition filed by General Secretary of "Dhansiri Valley Project ONGC Workers' Association" before the Hon'ble Gauhati Highcourt in Civil Rule No.4375/1991 and according to him in para 7 of the said affidavit (Ext-9A) the following was mentioned:

**"However, it is true that some 26 members of the Respondent No.2 have already been appointed in regular basis and some 37 workers have left their job getting appointment elsewhere and as such 201 Casual Workers belonging to Respondent No.2 are yet to be regularized".**

He also said that in the list of 264 workers in Ref. Case No. 1(C) of 1989 the names of the present 37 workers were not there. He also exhibited Exhibit-A, the order of dismissal passed by the Hon'ble High Court on 15.07.1996 in COP(C) No.397/1994 which was filed by the Workers' Union of the Ref. Case No.1(C)/1989 alleging that their members have not been appointed as per judgment of the Hon'ble High Court. He also exhibited the judgment delivered by the Hon'ble High Court in W.A. 96/2013 as Exhibit-B. During cross-examination he admitted that he had been posted in the present post in May,2017 and his knowledge of the prior incidents are only based on record and not based on his personal knowledge.

6. During argument the learned counsel for the workmen side submitted that at present out of 37 workmen who were originally involved in the reference only 23 namely, 1) Indreswar Saikia, (2) Utpal Boruah, (3) Prahlad Bordoloi, (4) Y.B.S.Yadav, (5) GopalSaha, (6) Tosbir Ahmed, (7) Bipul Boruah, (8) Milik Ali, (9) Prasanta Shyam, (10) Dimbeswar Hazarika, (11) Naren Borah, (12) Babul Handique, (13) Dilip Borah, (14) Jadav Mohanta, (15) Santi Gowala, (16) Dilip Boruah, (17) Basa Borah, (18) Raju Sahu, (19) Makhan Das, (20) Mridul Boruah, (21) Bhavi Anush, (22) Arabinda Mondal & (23) Pulin Gogoi are still involved. The learned Counsel appearing for the workmen side referred to the evidence of the workman witness No.1 wherein he stated that only the present set of workers were left out to be regularized although there was an award in their favour. He further submitted that the evidence adduced by the workman side clearly negated that the present set of workers were not the part of the 264 workers in the earlier reference. He further submitted that the workers have been able to show that they have been working for 240 days in a year and for all those years they worked under the ONGC as contractual workers. He also submitted that the argument of the management that regularization casual/contractual workers cannot be done in view of the judgment delivered in State of Karnataka vs UmaDevi passed by the Hon'ble Supreme Court and reported in (2006) 4 SCC 1 is not relevant here. In this connection he referred to a judgment of Hon'ble Supreme Court in "General Manager, Oil and Natural Gas

**Commission, Silchar ---vrs--- OIL and Natural Gas Commission Contractual Workers Union” reported in (2008) 12 SCC 275.**

7. Learned Sr. Counsel appearing for the management side argued that the Union has totally failed to show that the present set of workers were part of 264 workers involved in Reference Case No.1(C)/1989. He further argued that the Hon’ble Division Bench of the Hon’ble Gauhati High Court has specifically directed that the Tribunal will decide the matter only on the basis of the evidence of the present reference after remand of the matter before this Tribunal. He further argued that though the present set of workers are claiming that they are left out of 264 workers involved in the Ref. Case No.1(C)/1989, yet none of them preferred application against the management for non-compliance of the award though there is specific provision under the Industrial Disputes Act. He also categorically submitted that the witnesses of the workmen side could not prove that they were part of the 264 workers involved in the earlier reference. He also stated that the W.W.22 did not turn up for cross-examination and hence his evidence has to be expunged and cannot be considered by this Tribunal. He also referred to the Judgment of the Hon’ble High Court in Writ Appeal No.96/2013 (Ext- B) wherein it was categorically held that in the original award the Tribunal wrongly held that the present set of workers were part of 264 workers. Vehemently contesting the claim of regularization of the workers, learned Sr. Counsel for the management referred to a recent Judgment of the Hon’ble Supreme Court in Civil Appeal No. 1799-1800 of 2019, between “Bharat Heavy Electricals Ltd. –vrs—Mahendra Prasad Jakhmola & Ors” wherein the Hon’ble Supreme Court decided that once it is shown that there was no appointment letter or wage slip issued by the management, such workers cannot be automatically regularized.

8. On perusal of the materials on record and on hearing both the sides it appears that the claim for regularization of the concerned workmen (23 in numbers) mainly depends on whether they were part of the 264 numbers of workmen whose matter was decided vide award passed in Ref. Case No. 1(C)/1989. It also appears from the record that after the final disposal of the aforesaid Reference case the management regularized the service of the employees who were still working with them and accordingly management regularized all those concerned employees who were at the relevant point of time working with the management. It also appears from the record that subsequently after the implementation of the award of Ref. Case No.1(C)/1989 the Union filed a Contempt Case before the Hon’ble High Court numbered as COP(C)397/1994. According to management witness No.3 the aforesaid Contempt Petition was dismissed by the Hon’ble High Court vide order dated 15.7.1996. The relevant order in the aforesaid Contempt Case was passed by the Hon’ble High Court on 15.7.2996. In the aforesaid order the Hon’ble High Court held that there was no willful disobedience of the order and hence, Contempt Petition was dismissed. In other words, at that point of time the Union appearing for the concerned 23 numbers of workmen could not show that these 23 numbers of workers were part of 264 numbers of workmen who were directed to be regularized. After the passing of the first award in the present Reference Case it was challenged before the Hon’ble Gauhati High Court through a Writ Petition and the Hon’ble Single Judge up held the award. The management then filed a Writ Appeal No. W.A. 96/2013 and by disposing the aforesaid Writ Appeal the Hon’ble High Court in para-22,23 and 24 of the judgment held as under :

- “22. If any one from the original group of 264 were left out of the process of regularization that could have been a cause for penalty under Section 29 of the Industrial Disputes Act, but no such action was taken by the 2<sup>nd</sup> group of 23 if they were indeed covered by the first award of 12.03.1991. Moreover the contempt charge was rejected by this Court by dismissing the COP(C) No.397/1994 where the learned Judge noticed the regularization of all the workmen, covered by the first award. Thus, without alteration of this conclusion, the 2<sup>nd</sup> group of 37 cannot be counted in the original group of 264 workmen.
23. But the question is should this be the end of the road for the claimants without any redressal mechanism. Such result according to us will surely be harsh and will cause injustice to the claimants. The problem perhaps can therefore be resolved by facilitating a fresh opportunity to the workmen to adduce cogent evidence in a de-novo proceeding before the CGIT. Naturally, if any evidence is led on the rebound by the workmen, the management too will have due opportunity to introduce their own evidence in the matter.
24. Having concluded thus, we interfere with the judgment dated 19.07.2012 in the WP(C)6096/2002 and also quash the award dated 01.06.2001. In consequence, the Reference No.1(C)/1997 is remanded back to be adjudicated afresh by the Tribunal with due opportunity for both sides. In re-deciding the matter, the CGIT will base their decision on the evidence of the case and not be guided by the decision in the first reference in favour of 264 workmen..... Until the matter is re-decided, the interim direction issued by this Court on 04.06.2013 will continue to operate in respect of the workmen, who are still in service.”

9. It is therefore, crystal clear that after the remand of the matter before this Tribunal the workman side had an obligation to prove that they were also part of the 264 numbers of workmen who were directed to be regularized by the award dated 12.03.1991 or that their status is such that they deserve to be regularized in their respective jobs.

10. After the remand of the matter the workman side re-examined the workman witness No.2, Sri Bipul Baruah and he exhibited Exhibit-IXA (20 sheets) which is a certified copy of the Affidavit-in-opposition filed by Tarani Kalita in Civil Rule No. 4375/1991. He also denied the management suggestion that the present set of workmen were not part of the list of 264 workers. He further admitted that the Contempt Petition filed by them was also dismissed by the Hon'ble High Court. The workman side thereafter filed examination-in-chief on Affidavit of 22 more witnesses. The Workman Witness No.3 Sri Indreswar Saikia stated that he has been working in ONGC on 04.01.1985 as an attendant. He further stated that he has been working since then and he was duly paid by the ONGC for the services he rendered. He further orally stated that he was one of those workers whose service was to be regularized as per award dated 12.3.1991. In his examination-in-chief he also claims to have exhibited a document as Exhibit-XIII which according to him is the list of 264 workers. However, on perusal of Exhibit-XIII it appears that it is not a list of 264 workers involved in the earlier reference. That apart the aforesaid documents appeared to be some lists prepared by the concerned workmen Association. During cross-examination he admitted that he had wrongly stated in his evidence that he joined on 04.01.1985. He further admitted that during his engagement in the Company there was no Notification for vacancy and no interview was conducted. He further admitted that as per order passed by the Hon'ble High Court he has been continuing his service and getting a wage of Rs.15,000/- per month. He however denied the management suggestion that he was not the concerned workmen involved in the Ref. Case No.1(C) of 1989. The evidence of workman witness No.4 is also more or less similar in nature and he exhibited several documents showing sanctioning of the payment of contingent workers including him. During cross-examination he admitted he was appointment as contractual worker on daily wage basis from 01.02.1985 and also admitted that during his engagement there was no advertisement for filling up any Post of Typist. He also admitted that he was engaged without any interview. He further admitted that he has not submitted any document to show that he is one of the workmen in Ref. Case No.1(C) of 1989. Workman witness No.5 Mr. Tasbir Ahmed stated that he joined on 13.02.1985 as Electrical Supervisor and has been working since then. During cross-examination he admitted that during his engagement there was no advertisement issued by the ONGC and there was no interview. He further admitted that when he was not regularized pursuant to the award of Ref. Case No. 1(C) of 1989, one of the workman filed case for violation before the Hon'ble High Court but the Hon'ble High Court dismissed the said case. The order passed in the aforesaid contempt case was exhibited as Exhibit-A. The examination in-chief of the remaining witnesses are more or less similar in nature and all of them mentioned dates of their engagement in the ONGC. Workman witness No.6 joined on 04.07.1988, workman witness No.7 joined on 29.10.1986, Workman witness No.8 joined on 16.11.1984, Workman witness No.9 joined on 05.09.1985, workman witness No. 10 joined on 17.01.1986, workman witness No.11 joined on 04.05.1986, workman witness No.12 joined on 04.05.1986, workman witness No.13 joined on 01.07.1989, workman witness No.14 joined on 01.07.1984, workman witness No.15 joined on 01.11.1988, workman witness No.16 joined on 01.04.1989, workman witness No.17 joined on 01.06.1988, workman witness No.18 joined on 01.02.1985, workman witness No.19 joined on 01.01.1986, workman witness No.20 joined on 01.01.1987, workman witness No.21 joined on 01.01.1987, workman witness No.22 joined on 19.11.1984, workman witness No.23 joined on 25.10.1985, workman witness No.24 joined on 02.08.1985. On perusal of the record it appears that the workman witness No.22 did not tender himself for cross-examination and hence his evidence cannot be considered by this Tribunal while deciding the matter. During cross-examination of W.W.6 he admitted that he does not have any paper to show that he was one of the contractual workman in Ref. Case No.1(C) of 1989. He further admitted that in Writ Appeal No.96/2013 Hon'ble High Court held that he and the remaining workmen involved in this Reference are not the members of 264 numbers of workmen who were involved in Ref. Case No.1(C) of 1989. Workman witness No.7 during cross-examination stated that on the date of the cross-examination on 21.02.2018 he was 57 years old and that during his engagement as Khalasi he was not handed over any appointment letter. He however categorically admitted that he was not a concerned workman in the Ref. Case No.1(C) of 1989. Workman witness No.8 during his cross-examination admitted that he was originally engaged as contractual worker. He also admitted that they have not submitted any document in regard to Ref. Case No.1(C) of 1989. He also admitted that because of the order passed in W.A. No.96/2013 he and the remaining workers in the present reference are still working and getting monthly wages of Rs.15,000/-. He also admitted that out of 37 workers only 23 are at present working in the ONGC. Workman witness No.9 during cross-examination admitted that at the time of his engagement there was no advertisement or interview. He also admitted that apart from him there were other security Guards and CISF personnel were also engaged as Security Guards in the ONGC. During his cross-examination workman witness No.10 admitted that he is not a matriculate. He further stated that he knew that for a job in ONGC one must be matriculate. He however denied the management's suggestion that he was not a part of the concerned workman involved in the Reference Case No.1(C) of 1989. Workman witness No.11 during

his cross-examination stated that he does not have any paper to show that he was appointed as monthly rated worker and that whatever he has stated in paragraph-2 of his evidence-in-Affidavit is not correct. He also admitted that the statement made in paragraph-10 of his evidence in-Affidavit regarding his status is also not true. He however denied the management suggestion that he was not a concerned worker in Ref. Case No.1(C) of 1989. Workman witness No.12 admitted that there was no advertisement or interview during his engagement. He also admitted that he and others were orally engaged on daily wage basis. He however denied the management suggestion that he was not a concerned workman in Ref. Case No.1(C) of 1989. Workman witness No.13 during cross-examination also denied the management suggestion that he was not a concerned workman in Ref. Case No.1(C) of 1989. W.W.14 during cross examination admitted that during his engagement no interview was held and nor did he participate in any selection process. The trend of the cross-examination of workmen witnesses are more or less similar in contents and all of them denied the suggestion of the management that they are not the part of the 264 numbers of workers involved in Ref. Case No.1(C) of 1989.

11. The basic premise of the argument of the workmen side was that the workers of the present reference were part of 264 workers who were involved in Ref Case No. 1(C) of 1989. Admittedly, the award of the aforesaid reference was finally upheld up to the Hon'ble Supreme Court. After remand of the present matter by the Hon'ble High Court, the workers were obliged to show, by cogent evidence, that they were part of the 264 workers who were directed to be regularized vide award in Ref Case No. 1 (C) of 1989. But in the entire evidence, as discussed in foregoing paragraphs, no such document could be produced by the workmen side which could prove the aforesaid claim. Hence, claim of the present set of workers for regularization on the basis of the aforesaid claim is not sustainable. That apart, the concerned workers also could not show that their status as workers of ONGC has been such that they deserve to be regularized. None of them could prove any appointment letter as casual worker. Admittedly, there was nothing on record to show that the present set of workers were engaged against regular vacancies. They were engaged on contractual basis without following any recruitment process. Accordingly, action of the management in not regularizing the services of the present set of workers cannot be held to be illegal or unjustified.

12. However, evidence has specifically showed that the present set of 23 workers namely , 1) Indreswar Saikia, (2) Utpal Boruah, (3) Prahlad Bordoloi, (4) Y.B.S.Yadav, (5) GopalSaha, (6) Tosbir Ahmed, (7) Bipul Boruah, (8) Milik Ali, (9) Prasanta Shyam, (10) Dimbeswar Hazarika, (11) Naren Borah, (12) Babul Handique, (13) Dilip Borah, (14) Jadav Mohanta, (15) Santi Gowala, (16) Dilip Boruah, (17) Basa Borah, (18) Raju Sahu, (19) Makhan Das, (20) Mridul Boruah, (21) Bhavi Anush, (22) Arabinda Mondal & (23) Pulin Gogoi have been working in the ONGC for last many years. As per an interim direction issued by Hon'ble High Court on 4.6.2013 the concerned workmen are continuing to work and getting monthly wage of Rs.15000/-. Though they are not entitled to be automatically regularized, it would be extremely harsh if such engagement of this set of workers are discontinued on the ground that they cannot be regularized in their present respective engagements. Admittedly, most of these workers are not far away from the usual age of superannuation. In such a situation if the present set of workers are thrown out of engagement it will amount to injustice which cannot be allowed to be perpetrated by a government undertaking like ONGC. Hence it is directed that the concerned management shall continue to engage the aforesaid 23 numbers of workers in their respective capacities till their respective age of superannuation, if the concerned workers desire to continue with such engagement. They are getting monthly wage of Rs.15000/- for last about six years. The wage, therefore, in my considered opinion, deserves to be upwardly revised since the workers have been working with the management for last so many years as indicated above.

13. In view of the above it is held that the action of the management in not regularizing the services of the present set of workers is not illegal or unjustified. However, the concerned workers, named in para 12 of this award shall be continued to be engaged by the concerned management till their respective age of superannuation if the concerned workers desire to continue in such engagement. The management shall take necessary steps to increase the wages of the present set of 23 workers involved in this reference provided that such increase in wage, in any case, shall not be less than 20% of their existing wage. The revised wage shall be payable prospectively and no arrear shall accrue on that count. The award shall be implemented by the management within 60 days of the receipt of the copy of the award. The reference, accordingly, stands disposed of with the Award as indicated above.

Given under the hand and seal of this Tribunal this 13<sup>th</sup> day of September, 2019.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2019

**का.आ. 1859.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-2, धनबाद के पंचाट (संदर्भ संख्या 38/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.10.2019 को प्राप्त हुआ था ।

[सं. एल-20012/113/2012-आईआर (सीएम-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 14th October, 2019

**S.O. 1859.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 38/2013) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.10.2019.

[No. L-20012/113/2012-IR (CM-I)]

S. C. RAY, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD****PRESENT:** Dr.S.K.Thakur, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act., 1947

**REFERENCE NO. 38 OF 2013**

**PARTIES:** : The Treasure,  
Rashtriya Colliery Mazdoor Sangh,  
Rajender Path, Dhanbad-828001  
(Jharkhand).

**Vs.**

The General Manager,  
Sijua Area of M/s BCCL,  
Sijua, Dhanbad-828121.  
**Order No. L-20012/113/2012-IR(CM-I) dt.11.02.2013**

**APPEARANCES :**

On behalf of the workman/Union : : Mr.N.G.Arun, Union Representative

On behalf of the Management : : Mr.D.K.Verma. Ld. Advocate

**State** : **Jharkhand** **Industry : Coal**  
**Dated, Dhanbad, the 30<sup>th</sup> August, 2019**

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/113/2012-IR(CM-I) dt.11.02.2013

**SCHEDULE**

**“Whether the action of the Management of Sijua Area of M/s BCCL in not regularizing Md. Salim Ansari in the post of On-Setter is fair and justified? To what relief is the concerned workman entitled to?”**

On receipt of the Order No. **L-20012/113/2012-IR (CM-I) dt.11.02.2013** of the reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, it was registered as Reference case No. 38 of 2013 on 01.03.2013 and accordingly an order to that effect was passed to issue notices

through the Registered Post to the parties concerned, directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Post were sent to the parties concerned.

2. The Instant case put up on date fixed. Though Mr.N.G.Arun, Union Representative appeared on the first hearing on 29.05.2013 and subsequently on several dates but did not file any Written Statement of Claim on behalf of the workman. Whereas the WS from the party who has raised the dispute, should have been filed within 15 days of the receipt of the order as stated in the Order of Reference from Government of India which reads as follows :

**“The Parties raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such statement to each one of the opposite parties involved in this dispute under rule 10(b) of the Industrial Disputes (Central),rules,1957. ”**

Although several adjournments given for filing the Written Statement of Claim and several notices sent on 17.04.2013, 21.09.2014, 10.02.2015 and lastly on, 05.07.2019 at the address of the Sponsoring Union/workman as referred in the Order of reference and opportunity provided to Sponsoring Union/workman (petitioner) to file Claim during course of hearings on 17.07.2013, 09.09.2013, 09.11.2013, 02.01.2014, 19.02.2014, 04.04.2014, 21.05.2014, 10.07.2014, 01.09.2014, 22.10.2014, 19.12.2014, 16.02.2015, 26.03.2015, 27.04.2015, 18.06.2015, 10.08.2015, 29.09.2015, 08.01.2015, 15.02.2016 and 06.08.2019 the Representative Union/workman failed to file the statement of claim despite having knowledge for the same through appearances on the dates of hearing.. The case had been pending merely for Written Statement of claim to be filed by the Party who has raised the dispute.

3. Mr. D.K.Verma. Ld. Advocate authorized by the Management /O.P. appeared on behalf of the Management ,the Opposition Party.

4. The case under reference is non- regularization of Md. Salim Ansari the workman concerned to the post of the On-Setter under the Management of Sijua Area of the M/s BCCL to which workman represented , thereby seeking relief.

5. On the face of the facts recorded in earlier paras it is apparent beyond doubt that neither the workmen concerned nor his Sponsoring Union have shown their seriousness/willingness to proceed with the instant case ever since 29.05.2013. Considering the circumstances of the fact the Reference case appears to have lost its merits or issue on which Industrial Dispute had been raised. Under such circumstances the case is closed concluding that no relief needs to be granted to the concerned workman by the Management (Opposite Party).

S. K.THAKUR, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2019

**का.आ. 1860.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बिलू डार्ट विमानन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, दिल्ली के पंचाट (संदर्भ संख्या 43/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था।

[सं. एल-11012/02/2019-आईआर (सीएम-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 14th October, 2019

**S.O. 1860.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi (Ref. No. 43/2019) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Blue Dart Aviation Limited and their workmen, which was received by the Central Government on 10.10.2019.

[No. L-11012/02/2019-IR (CM-I)]

S. C. RAY, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-II, NEW DELHI****Present:** Smt. Pranita Mohanty**ID. NO. 43/2019**

Ms. Poonam D/o Dilip Kumar Through,  
Industrial worker union, RZ-16C/7 , Upper Floor,  
Gali No. 3, Main Sagarpur,  
New Delhi.

...Workman

**Versus**

1. M/s. Blue Dart Aviation Limited,  
Adj to Indraprastha Gas CNG Station,  
Terminal -2 Near International Cargo Terminal IGI,  
Airport,  
New Delhi-110037
2. M/s. Blue Dart Aviation Limited ,  
Head Office-88-89, Old International-  
Terminal Meenambakkam Airport,  
Chennai (Tamilnadu\_)-600027
3. Ms./ Blue Dart Aviation Limited,  
Reg., Office-Blue Dart Entre,  
Sahar Airport Road, Adheri (East),  
Mumbai-400099'

...Managements

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No.L-11012/02/2019 (IR(CM-I)) dated 07.02.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether the action of the management of M/s Blue Dart Aviation Ltd., New Delhi in terminating the services of Ms. Poonam D/o Dilip Kumar, working as Sr. Cargo Assistant w.e.f dated 31.12.2017 is proper, legal and justified?”

ii) If not, what relief she is entitled to and from which date?

iii) And what other directions are necessary in this regard?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on her behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in her appearance nor has she led any evidence so as to prove her cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

Date: 26<sup>th</sup> August, 2019

नई दिल्ली, 14 अक्टूबर, 2019

**का.आ. 1861.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कम्बाटा उड्डयन प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, दिल्ली के पंचाट (संदर्भ संख्या 74/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था।

[सं. एल-11012/13/2016-आईआर (सीएम-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 14th October, 2019

**S.O. 1861.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi (Ref. No. 74/2016) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Cambata Aviation Private Limited and their workmen, which was received by the Central Government on 10.10.2019.

[No. L-11012/13/2016-IR (CM-I)]

S. C. RAY, Section Officer

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

**Present:** Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

#### INDUSTRIAL DISPUTE CASE NO. 74/2016

Date of Passing Award- 22<sup>nd</sup> July, 2019

#### **Between:**

Shri Surender Kumar,  
S/o Shri Raghunath,  
House No. 1441, Gali No. 7B, Swantatra Nagar  
Narela, Delhi  
Delhi- 110040

...Workman

#### **Versus**

M/s. Cambata Aviation Pvt. Ltd.,  
Unit No. 9 & 9A, 3<sup>rd</sup> Floor, Vasant Square Mall,  
Vasant Kunj, New Delhi  
New Delhi- 110070.

...Management

#### **Appearances:-**

Shri Sunil Kumar (A/R) For the Workman

None for the management (A/R) For the Management

#### **AWARD**

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of M/s Cambata Aviation Pvt. Ltd., and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-11012/13/2016 (IR(CM-I) dated 03.08.2016 to this tribunal for adjudication to the following effect.

“Whether the action of the management of M/s Cambata Aviation Pvt. Ltd. for not allowing entry to IGI Airport, New Delhi by seizure of entry pass issued to Shri Surendra Kumar, resulting his absence from the duty and amounting to the termination from the post of Utility Hand with effect from 10.11.2015 is legal and justified. If not, what relief the concerned workman is entitle to and from which date?”



The claimant in his claim statement has stated that he joined the management Cambata Aviation on 01.09.2000 as a Utility Hand on a monthly salary of Rs. 25000/-. His posting was at IGI Airport New Delhi. He worked for the management for about 15 years with utmost sincerity. On 09.11.2015 the management without assigning any reason took away the Airport Entry pass from the workman and thereby debarred him from entering into IGI Airport and performing his duty. On 18.11.2015 a showcause notice was served on him and the workman replied the same on 27.11.2015. On several occasions he approached the management requesting reinstatement to service but the management refused the same. On 16.12.15 a demand notice was served on the management but the later did not respond to the same. Finding no other way the workman approached the Labour Commissioner where steps were taken for conciliation. The effort of conciliation since failed the Appropriate Government referred the matter to this tribunal for adjudication.

Notice being served the management appeared and filed WS. Thereafter the management remained absent and proceeded ex-parte.

In the WS the management took a stand that the workman conducted himself in most indisciplined manner and was found involved in theft of mobile phone etc with 3 other staff. The CISF engaged in IGI Airport was issuing the entry pass to the persons working through the contractors for their entry into the Airport. For the misconduct of the workman the CISF and Bureau of Civil Aviation withdrew the entry pass. The management has rebutted all other allegations made by the claimant.

In view of the pleadings of the parties the points which need to be determined by this tribunal in this award are:

1. If the action of the management in withdrawing the entry pass of the workman is proper.
2. If the said withdrawal amounts to unfair labour practice.
3. To what relief the workman is entitled to.

During the hearing the workman examined himself as WW1 and filed the documents i.e. the Showcause notice issued to him, the reply given by the workman, the request for return of the entry pass, an appreciation letter issued to the workman by the Airport Manager of Cambata Aviation. No witness was examined on behalf of the management.

The workman has all along alleged that without any valid reason his entry pass was suspended/ taken away by the management which has the effect of terminating his employment. In his statement he fully supported the contention made in the claim statement which has not been controverted by the management. In the WS the management has taken a specific plea that the workman was found involved in theft of mobile phone for which his entry pass was taken away and he was served with a showcause notice. This has been admitted by the workman who proved the showcause notice as WW1/1. But surprisingly the showcause notice as it appears is based upon suspicion only. A plain reading of showcause notice reveals that one Mr. Nitin Yadav Driver cum Utility Hand was caught by the CISF staff while taking exit from the Airport with 14 No's mobile phone 20 batteries and 6 chargers. Said Nitin Yadav disclosed about the involvement of the present workman and thus a showcause was issued. There is no pleading by the management nor any evidence has been laid to show prima facie complicity of the workman for the alleged theft. Hence, from the materials available on record there is nothing to presume that the workman was ever involved in any misconduct and for the same any domestic inquiry was contemplated or held against him.

The management has admitted that till 09.11.15 the workman was there employee. Withdrawal of the entry pass prohibiting the workman from reporting for duty amounts to refusal for duty having the effect of termination of service. Hence, from the uncontroverted and un-rebutted evidence adduced by the workman it is held that the management is guilty of unfair labour practice by not allowing entry of the workman to IGI Airport without any reason and his service was terminated illegally. The workman is held entitled to reinstatement to service with immediate effect. Hence, ordered.

### ORDER

The reference be and the same is answered in favour of the workman. It is held that the management illegally withdrew the entry pass of the claimant/workman having the effect of termination of his service. The management is directed to reinstate the workman in service within 1 month from the date when this award would become enforceable failing which the workman shall be paid compensation at the rate of one month last drawn salary for each completed year of service and fraction thereof rendered by him for the management. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

22<sup>nd</sup> July, 2019

नई दिल्ली, 14 अक्टूबर, 2019

**का.आ. 1862.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कम्बाटा उड्डयन प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, दिल्ली के पंचाट (संदर्भ संख्या 88/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था।

[सं. एल-20013/01/2019-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 14th October, 2019

**S.O. 1862.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (17 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi (Ref. No. 88/2014) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Cambata Aviation Private Limited and their workmen, which was received by the Central Government on 10.10.2019.

[No. L-20013/01/2019-IR (C-I)]

S. C. RAY, Section Officer

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

**Present:** Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

#### INDUSTRIAL DISPUTE CASE NO. 88/2014

Date of Passing Award- 2<sup>nd</sup> August, 2019

#### **Between:**

Shri Shyam Sunder, Utility hand #579  
S/o Shri Kishan,  
House:- Village & Post Office- Khaira,  
Najafgarh  
Delhi- 110043

... Workman

#### **Versus**

M/s. Cambata Aviation Pvt. Ltd.,  
IGI Airport, Terminal-II,  
Line Maintenance, Block-'A',  
New Delhi- 110037.

... Management

#### **Appearances:-**

Shri Sunil Kumar (A/R) For the Workman.

None for the management (A/R) For the Management

#### **AWARD**

The management of M/s. Cambata Aviation Pvt. Ltd. functioning at IGI Airport Terminal-II came up with an application u/s 33(2)(b) of the ID Act 1947 with a prayer seeking approval of the action taken against the workman Shyam Sunder working as a Utility Hand for the reasons pleaded therein.

The facts pleaded by the management/applicant is that the workman Shyam Sunder joined Cambata Aviation Pvt. Ltd. in the month January 2001 as a Utility Hand and an appointment letter was issued to him on 4<sup>th</sup> January 2001. Subsequently he was confirmed in service w.e.f. 01<sup>st</sup> July, 2001. But he was an unruly employee and in the habit of remaining absent unauthorizedly. For such unauthorized absence charge sheet dated 08<sup>th</sup> June, 2012 was served on him alleging long absence of 186 days in the year 2010, 147 days in the year 2011, and 58 days upto April in the year 2012. Though full and fair opportunity was given to the workman to defend his cause and all care was taken to follow the Principles of Natural Justice, the proceeding could not progress for the non cooperation of the workman. Mr. Rahul Batra Supervisor Grade-II was allowed to act as the Defence Assistant for the workman. The inquiry commenced on 20<sup>th</sup> November 2012

and continued for 23 months during which 24 adjournments were allowed. But the domestic inquiry could not be completed for non cooperation of the Defence Assistant. The Inquiry Officer then prepared a report and submitted to the Disciplinary Authority who after going through a report and came to hold that the allegation is proved through document and passed the final order proposing penalty of removal from service against the workman. Accordingly he was removed from service and at that time his one month gross wage amounting to Rs. 23,734/- was deposited in his bank account where salary was credited. Since the union having name Cambata Aviation karamchari Union had raised one Industrial Dispute registered as ID No. 122/2012 the management felt it proper to file an application invoking the provision laid u/s 33(2)(b) Id act 1947 seeking necessary approval of its action for awarding the penalty of removal from service to the workman.

Being noticed the workman Shyam Sunder appeared and filed reply to the application filed by the management. The stand taken by the workman is that he is the office bearer of Cambata Aviation Karamchari Union, the majority Union in the establishment of the management. As such he is a protected workman and an application praying declaration of protected workman was pending before the Assistant Labour Commissioner on the date when the order of dismissal was passed. The pending application was very much within the knowledge of the management. Only to prevent the Union from safeguarding the interest of its members the management imposed the exemplary punishment on the workman who is a protected workman in complete contravention of the provisions of section 33(3) of ID Act. It is further alleged that the workman was the Officer bearer and the management had repeatedly called the leadership of the Union to withdraw the dispute pending as ID No. 122/2012. The allegation against the workman that he remained unauthorizedly absent is absolutely false. The fact remains that between 2010 to 2012 he had suffered serious elements like heart problem and fracture of bone. He had to undergo open heart surgery too. Considering his health condition he had availed some extra leave and for that illegal charge sheet was served on him. Thereby the workman pleaded that the action taken by the management in removing him from service is illegal and this tribunal should not approve the illegal action of the management taken against a protected workman.

On behalf of the management several document were filed including the appointment letter confirmation letter, salary vouchers, for different months showing absence of the workman, the copy of the charge sheet, the reply submitted by the workman to the said charge sheet notice of inquiry served on the workman and copy of the domestic inquiry proceeding report of the Inquiry Officer, the objection filed by the workman to the report of the inquiry officer etc. On behalf of the workman the demand notice the copy of the charge sheet and the order of dismissal etc have been filed.

During hearing despite repeated opportunity allowed the management did not adduce any evidence oral or documentary though some documents were placed on record alongwith the pleading. The workman examined himself as WW1 and proved the documents filed by him as WW1/1 to WW1/5.

Under the provisions of section 33 of the ID Act provision has been made to put a check on the vindicated action of the management against the employee for enforcing his or their legal rights. The provisions of law clearly envisages that no employer during the pendency of any such proceeding or Industrial Dispute shall alter in regard to any matter connected with the dispute, the condition of service applicable to the workman or for any misconduct not connected with the dispute shall discharge punish dismiss or otherwise the workman without approval of the Tribunal. In this case there is no dispute that ID No. 122/2012 is pending being filed by the Cambata Aviation Karamchari Union of which the workman Shyam Sunder is a member. That dispute relates to General Demand of the workers. It is the stand of the workman that he is a protected workman and in view of the clear provision laid u/s 33(3) of the ID Act the management shouldn't have taken action against him. He has also challenged the procedural irregularities in the conduct of the domestic inquiry against him.

The management being a legal entity is free to act within its rights so long as it doesn't interfere illegally with the right of another man. When an employee is punished or discriminated for his union activity, there is an interference with his just rights recognized by law. It is a settled position of law that this tribunal should interfere in those cases where there has been any infringement or encroachment of the natural or common Law right of a person created by a statute. Here is a case where the management has admitted about the pendency of ID No. 122/2012. But at the same time it has been pleaded that ID No. 122/2012 is with regard to the General Demand of DA, Bonus etc and unconnected with the misconduct alleged against the workman. In the pleading it has also been stated that the petition u/s 33(2)(b) has been filed as an abundant caution which should be allowed.

The stand of the workman is that he is a protected workman and for the restriction u/s 33(3) the action taken against him by the management having the effect of change of service condition is illegal. To fortify his stand he has adduced oral evidence wherein he has alleged that the management was carrying a grudge against him for his union activities. The oral argument submitted by the Ld. A/R for the workman is that under the provisions of section 33(4) in every establishment one percent of the workman be recognized as the protected workman to represent the General Body of the workman and the appropriate Government passes an order to that effect. In the case of Cambata Aviation Workers Union one application was pending for declaration of the officer bearers of the Union as protected workman including the workman of this proceeding. When that matter was pending for final argument the management hastily dismissed the workman

from service. He also argued that the law is well settled that whenever the application is filed the workman enjoys the protection notwithstanding the fact that the application is pending and such protection is valid for one year. Since, the application for declaration of the protected workman was filed in March 2014, the action of the management for removal dated 13.11.2014 is illegal.

This evidence and averment of the workman has remained uncontroverted and unchallenged since the management has not filed any rejoinder and no rebuttal evidence has been filed.

Hence considering the pleading and evidence adduced by the respondent workman it is held that the management during the pendency of the Industrial Dispute ID No. 122/2012 and having full knowledge about the pending application for declaration of the protected workman and also having knowledge that the workman Shyam Sunder being an office bearer is likely to be declared as a protected workman, took an action by initiating domestic inquiry and passing the order of dismissal which amounts to change of service condition for which no approval can be granted.

Accordingly the prayer made by the workman is held devoid of merit and rejected. The ID is accordingly dismissed. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

2<sup>nd</sup> August, 2019

नई दिल्ली, 14 अक्टूबर, 2019

**का.आ. 1863.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एयर इंडिया सेट्स एअरपोर्ट सर्विस प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, दिल्ली के पंचाट (संदर्भ संख्या 103/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.10.2019 को प्राप्त हुआ था ।

[सं. एल-11012/04/2019-आईआर (सीएम-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 14th October, 2019

**S.O. 1863.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi (Ref. No. 103/2019) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air India SATS Airport Services Pvt. Ltd., and their workmen, which was received by the Central Government on 10.10.2019.

[No. L-11012/04/2019-IR (CM-I)]

S. C. RAY, Section Officer

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

**Present:** Smt. Pranita Mohanty

**ID. NO. 103/2019**

Shri Aslam S/o Ali Muhammad,  
R/o E-2/1323, Gali No. 14/1,  
E-11 Block, Nehru Vihar,  
Delhi-110094

...Workman

**Versus**

Air India SATS Airport Services Pvt. Ltd.  
Airlines House, 113,  
Gurudwara Rakabganj Road,  
New Delhi

...Management

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-11012/04/2019(IR(CM-I)) dated 13.03.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

- i. “Whether the action of the management of M/s Air India SATS Airport Services Pvt. Ltd., New Delhi in terminating the services of Sh. Aslam S/o Ali Muhammad w.e.f 03.07.2017 is proper, legal and justified?
- ii. If not what relief he is entitled to and from which date and what other directions are necessary in this regard?

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove her cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

Date: 26<sup>th</sup> August, 2019

नई दिल्ली, 14 अक्टूबर, 2019

**का.आ. 1864.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सेल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-2, धनबाद के पंचाट (संदर्भ संख्या 126/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.10.2019 को प्राप्त हुआ था।

[सं. एल-20012/24/2013-आईआर (सीएम-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 14th October, 2019

**S.O. 1864.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 126/2013) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. SAIL and their workmen, which was received by the Central Government on 11.10.2019.

[No. L-20012/24/2013-IR (CM-I)]

S. C. RAY, Section Officer

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT : Dr. S. K. Thakur, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947

**REFERENCE NO 126 OF 2013**

**PARTIES:** : The Jt. General Secretary,  
Rashtriya Colliery Mazdoor Sangh ,  
Rajendra Path. Post Box No. 22,  
Dhanbad-826001.

Vs.

The General Manager,  
M/s SAIL-ISP, Chasnalla Colliery,  
Chasnalla, Dhanbad.  
**Order No. L-20012/24/2013-IR(CM-I) dt. 27.05.2013**

**APPEARANCES :**

On behalf of the workman/Union : : Mr. S. K. Pandey, Ld. Advocate

On behalf of the Management : : Mr. D. K. Verma, Ld. Advocate

**State** : **Jharkhand** **Industry** : **Banking**  
**Dated, Dhanbad, the 30<sup>th</sup> August, 2019**

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. **L-20012/24/2013-IR (CM-I) dt.27.05.2013.**

**SCHEDULE**

**“Whether the action of the Management of Chasnalla Colliery-SAIL in denial to promote Md. Tarik Khan as Clerk S-5 grade is legal and justified? To what relief the concerned workman is entitled to?”**

On receipt of the Order No. **L-20012/24/2013-IR (CM-I) dt. 27.05.2013** of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Case was registered with this Tribunal as Reference Case No. 126 of 2013 on 12.06.2013 and accordingly an order to that effect was passed to issue notices through the Registered Post to the parties concerned directing them to appear before this Tribunal on the date fixed for hearing , and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Post were sent to the parties concerned. for hearing on 20.08.2013. The case was heard on 20.08.2013 and subsequently on various dates for submission of argument and relevant documents and for hearing , finally on 21.08.2019. Upon hearing of the parties on 21.08.2019 the case was reserved for passing of Award.

2. Both the parties have made their appearances and filed their WS/Rejoinder and documents respectively.

Upon perusal of the record related to this case following are observed:

- (i) The workman concerned Md. Tarik Khan joined the services of M/s SAIL, ISP, Chasnalla Colliery, Chasnalla on 20.10.2006 and was working as Mazdoor in the Personnel Department of Chasnalla Colliery.
- (ii) Vide communication dt. 28.01.2009 Md. Tarik Khan has been placed as ‘Clerk Trainee’ at Personnel Department, Chasnalla Colliery in the existing basic designation, Grade & scale of pay of the concerned workman , further stating that he shall be on training as ‘Clerk Trainee’ for a period of one year with stipulated condition of performance and conduct.
- (iii) Following was also mentioned in the said communication dt. 28.01.2009 —

“You shall be on training as Clerk Trainee” for a period of 01 (One) year. During training period, if your performance and conduct are not found to be satisfactory, you will be reverted back to your substantive post and grade.”

Subsequent upon your successful completion of training your case may be considered for placement as “Clerk’ in S-5 Grade of NJCS.”

- (iv) The concerned workman started requesting the Management of this SAIL,ISP,Chasnalla Colliery for confirmation as Clerk in S-5 Grade citing the reference made in the said communication dt. 28.01.2009 through the letter dt. 28.02.2010 and subsequent reminders.
- (v) He has also mentioned in his representations to the Management that some other people who joined the Organization on 27.02.2007 have been promoted in higher Grade whereas he has not been given that benefit. He has also filed copies of such promotion orders in respect of other employees.
- (vi) He has pointed that the action of the Management is arbitrary, unfair and unjust.

3. The Management of SaIL-ISP,Chasnalla Colliery being the O.P has submitted Written Statement –cum-Rejoinder stating therein that the demand of the workman through the sponsoring Union is neither legal and nor justified. Out of the various points of submission made by the Management, the points seem to be relevant in the matter are referred below:—

- (i) Being a Government of India Organization it is mandated to follow general norms of appointment/engagement in any category of service and to provide equal protection of law and equality before the law.
- (ii) Accordingly, the Management formulated Cluster Promotion Policy and promotion from one cluster to higher cluster will depend on availability of vacancy which will be filled up through Trade Test/Written test/ Literacy Test.
- (iii) That the Senior Manager (P & A) (C & J) without giving equal opportunity to all eligible candidates and without holding trade test/written test put the workman concerned as ‘clerk trainee’ vide letter dated 28.1.2009, which is ab-initio illegal and void (through this letter 28.01.2009 the concerned workman Md. Tarik Khan was appointed as Clerk for a period one year).
- (iv) The Management Official whimsically and arbitrarily cannot issue such type of letter putting a particular workman to get training without giving equal opportunity to all eligible candidates.
- (v) That the workman concerned is in S-I Grade in cluster “A” and making a demand for promotion in clerical Grade S-5 in cluster “B” which is higher cluster on the basis of aforesaid void letter which is not permissible in law.

4. During the hearing on 21.08.2019 Mr.S.K.Pandey, Ld. Advocate for the workman in presence of the concerned workman filed a petition with prayer to close the instant reference case as the matter has been settled amicably out of the Court and as such no dispute is pending between the parties for settlement The petition dt. 02.07.2019 was signed by Mr. S. K. Pandey as Joint General Secretary, R.C.M.S. (party in this case ) and the workman Md.Tarik Khan .This petition was also countersigned by the Joint Petitioners, Mr. D. K.Verma, Ld. Advocate for the Management side and Mr. Ashok Banerjee, Dy. Manager (Pers.) of the said Management before the Tribunal in presence of all present during the hearing .

5. As the matter has been settled amicably between the parties concerned as per the petition submitted and duly countersigned by all concerned as token of agreement of the facts there seem to be no justification for continuance of the proceeding before this Tribunal and the dispute should be treated as withdrawn by the party raising the dispute . Withdrawal of the dispute is accordingly allowed and the reference is dropped .

6. However, this Tribunal is constrained to bring the inappropriate functioning of Personnel wing of the SAIL-ISP, Chasnalla Colliery before the General Manager or Head of the SAIL-ISP Chasnalla Colliery , known by any designation, as the illegal order issued by the Personnel Wing has given cause of this dispute. It has been unequivocally and categorically admitted by the Management as mentioned in Para 7 & 8 of the W.S.-cum-rejoinder submitted by the Management in this case that the action on behalf of the Management was whimsical , arbitrary, discriminatory and abinitio- illegal and void. Had such arbitrary and illegal order not been issued by the Management of SAIL, ISP, Chasnalla Colliery, Chasnalla, it would not have given rise to non-entitled as aspiration and hope in the mind of the concerned workman and would not have further led to raise this dispute at all. This cited unlawful action of the Management has not only disturbed the workman mentally but has also wasted time and energy of all concerned who were involved in the chain of this dispute redressal mechanism .

7. It is, therefore, ordered that the General Manager or Head of the SAIL-ISP Chasnala Colliery, known by any designation should take remedial measures as deemed fit to ensure that no such situation arises in future in such Government of India Organization. A copy of the Action Taken Report (ATR) as above should be filed by the General Manager or Head of the SAIL-ISP Chasnala Colliery, known by any designation, within three months of receipt of the Notified Award. A copy of the notified award should also be forwarded to the CMD, SAIL for information and ensuring compliance.

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2019

**का.आ. 1865.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एअर इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, दिल्ली के पंचाट (संदर्भ संख्या 253/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.10.2019 को प्राप्त हुआ था।

[सं. एल-11012/39/2015-आईआर (सीएम-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 14th October, 2019

**S.O. 1865.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, New Delhi (Ref. No. 253/2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air India Limited and their workmen, which was received by the Central Government on 11.10.2019.

[No. L-11012/39/2015-IR (CM-I)]

S. C. RAY, Section Officer

#### ANNEXURE

#### BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, NEW DELHI

ID No. 253/2015

Shri Rajesh Gupta S/o. Shri Ram Kishan Gupta,  
Through Delhi Karamchari Sangh (Regd.)  
5239, Ajmeri Gate,  
Delhi-6

...Workman/Claimant

#### Versus

1. Chief Management Director of  
Air India Ltd.  
Rajiv Gandhi Bhawan, Safdarjang Airport,  
New Delhi.
2. Managing Director of M/s Life Line Travels,  
T-2 GSD Building,  
Air India Airport, Delhi.

...Management/Respondent

#### AWARD

This Award shall decide a reference which was made to this Tribunal by the Appropriate Government vide letter No. L-11012/39/2015-IR(CM-1) dated 02.12.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:



‘Whether termination of Shri Rajesh Gupta S/o Shri Achal Gupta by the management of Life Line Travels, a contractor of Air India Ltd. w.e.f. 12/9/2014 is just, fair and legal ? If not what relief the workman concerned is entitled to ?’

2. Both parties were put to notice and the claimant Rajesh Gupta filed his statement of claim, with the averments inter alia that that he was appointed by on the post of driver on 12/7/2008 by the Management No. 2, without issuing any appointment letter and his last drawn wages were Rs.11,500/- per month. The claimant used to work under Management No.1 being principal employer and he gave no chance of any complaint to the Managements. Managements used to take work for 12 hours per day from the workman but did not pay him any over time allowance and other legal facilities but gave him assurance when the claimant demanded facilities like leave wages, bonus, HRS, yearly leave, DA etc. Management No. 2 started to get rid of the workman though failed but became annoyed and ultimately on 12/9/2014 Management No. 2 illegally terminated the services of the claimant/ workman on the direction of Management No.1 without any reason and without paying him any compensation or conducting any enquiry and as such the Management violated the provisions of Section 25 –F and 25-G of the Act. The workman got sent legal notice on 19/9/2014 and also filed a complaint before the Asstt. Labour Commissioner and conciliation proceedings were conducted but the Management did not reinstate the workman. It is pleaded that after illegal termination the workman searched for the job at many places but failed to do so and he is completely unemployed & dependent upon his family. He has prayed for reinstatement into service with full back wages and other consequential benefits.

3- Management No.1 filed its written statement and resisted the claim of the claimant/workman on the ground that there was no relationship of employer & employee between Management No.1 and the claimant as the claimant was not in its employment rather he was engaged by M/s Life Line Travels who was awarded contract for providing transport services of brand new diesel cars for Air India Cabin crew and other officials at Delhi vide agreement dated 28/7/2014 for a period of two years w.e.f. 17/5/2014. Prayer has been made for dismissal of the claim petition with costs.

4- Management No. 2 initially caused appearance through its Manager(HR) Shri Vikas Singh. It did not file any written statement despite opportunities granted and ultimately it opted not to participate in the proceedings. Hence, the matter was proceeded ex parte against Management No. 2 vide order dated 9/8/2016.

5- On the pleadings of the parties, following issues were framed on 19/1/2017 :—

- (i) Whether the claim petition is not maintainable in view of the preliminary objections ?
- (ii) In terms of reference.

6. In order to prove his case, the workman examined himself as WW1 & tendered his affidavit Ex.WW1/A and relied on documents Ex.WW1 to Ex.WW1/6. On the other hand, the Management No.1 examined Shri Madan Lal, Assistant General Manager (Personnel), who filed his affidavit as Ex.MW1/A and placed reliance on the document Ex.MW1/1 viz. copy of agreement dated 28/7/2014 executed between Management No.1 and Management No. 2 for providing transportation services of brand new A, C. Diesel cars for Air India Cabin crew and other officials at New Delhi.

7- I have heard Shri Ajit Singh, A/R for the workman./claimant and Shri Ravi Kumar, A/R for Management No.1. I have also gone through the record carefully. My findings on above issues are as follows.

#### **Issue No.1 :—**

8- As per pleadings of the parties and evidence adduced on record, it is manifest that the workman/claimant was appointed by on the post of driver on 12/7/2008 by the Management No. 2, without issuing any appointment letter and his last drawn wages were Rs.11,500/- per month. Management No.1 had executed a contract with Management No. 2 for providing Transportation services of brand new diesel cars for Air India Cabin crew and other officials at Delhi vide agreement dated 28/7/2014 (Ex.MW1/1) for a period of two years w.e.f. 17/5/2014. As per demand of A/R of the claimant/workman, MW1 had also produced copies of the bill raised by Management No. 2 for the months of May, 2014 to November, 2014 as Ex.MW1/W-1 (colly.). Agreement Ex.MW1/1 as also the bills Ex.MW1/W-1 clearly show that there was valid contract between the Management No.1 and Management No. 2 for providing transport services. There is nothing on record to suggest that the claimant/workman was ever engaged/appointed by Management No.1 Air India Ltd., rather case of the claimant himself is that he was appointed to the post of driver by Management No.2. As such, this Tribunal has no hesitation to hold that there does not exist any relationship of employer-employee between the Management No.1 and the workman/claimant herein and as such, the claim petition is not maintainable against Management No.1. This issue is decided accordingly.

#### **Issue No.2 :—**

9- I may mention that affidavit Ex.WW1/A filed by the claimant is in line with the averments made in the claim petition. He has filed on record copy of the complaint made to ALC as Ex.WW1/1; demand notice dated 19/9/2014 (Ex.WW1/1) sent to Managements and its postal receipt as Ex.WW1/3 & Ex.WW1/4; copy of Conciliation failure report

as Ex.WW1/5 and copy of the rejoinder filed before ALC as Ex.WW1/6. Version of the claimant that he was appointed by on the post of driver on 12/7/2008 by the Management No. 2, without issuing any appointment letter and his last drawn wages were Rs.11,500/- per month and that on 12/9/2014 Management No. 2 illegally terminated his services on the direction of Management No.1 without any reason and without paying him any compensation or conducting any domestic enquiry, has gone unchallenged and unassailed. The Management No. 2 has neither filed any written statement contradicting the averments of the claimant nor adduced any evidence in rebuttal. Perusal of conciliation failure report Ex.WW1/5 shows that the Management No. 2 M/s Life Line Travels had taken a stand before ALC that 59 Nos. of complainants/drivers had voluntarily left the work without any due cause for extracting illegal monetary benefits and that out of 59 complainant drivers, 45 had voluntarily rejoined their services and the remaining 14 drivers who had joined services elsewhere, had resigned properly after receiving their dues in full & final settlement.

10- Now the question arises for consideration is whether the dismissal/termination of the claimant from services w.e.f. 12/9/2014 is in violation of the provisions of the Act.

11- The version of the claimant that he worked regularly under Management No. 2 as driver from 12/7/2008 and further that on 12/9/2014 Management No.2 illegally terminated the services of the claimant/ workman on the direction of Management No.1 without any reason and without paying him any compensation or conducting any enquiry, has gone unassailed and unchallenged inasmuch as the Management No. 2 has not led any oral or documentary evidence to substantiate its stand taken before ALC that the workman/claimant had himself left the job or that he had resigned properly after receiving his dues in full & final settlement. It is fairly settled that if the termination of an employee is based on no inquiry, no charge-sheet and not by way of punishment, then it becomes a case of illegal retrenchment. As such, this Tribunal is of the considered view that action of the Management in disengaging/terminating the services of the claimant herein **amounts to retrenchment**.

12- I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :—

**“25-F : Conditions precedent to retrenchment of workmen –**

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until —

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that any retrenchment compensation was paid to the claimant by the Management No. 2. There is also nothing on record to show that any notice or notice pay was given by the Management No. 2 prior to termination of the claimant herein. As such, the Management has violated the provisions of Section 25-F of the Act.

13- There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management Bank to be illegal and void under the law.

15) Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to her, as such action of the Management No. 2 in terminating the services of the workman w.e.f. 12/9/2014 is held to be illegal and void.

14- Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was continuously in the employment of the Management from 12/7/2008 till his services were illegally terminated on 12/9/2014. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workman as driver is of perennial and regular nature. The claimant has pleaded and testified that he is totally unemployed since after his termination.

15- The Hon'ble Apex Court in case **"Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya"** reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

16- The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (*Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat* (2010) 5 SCC 497).

17- A Bench of three Judges of the Hon'ble Supreme Court in the case of **Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited** (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

18- However, Hon'ble Apex Court in the case of **General Manager, Harvana Roadways Vs. Rudan Singh,** reported as 2005 SCC (L&S) 716 observed as under :—

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.*"

19. Yet in another latest case of **Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018** (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :—

"The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere

with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee/workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages."

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018)** **MANU/de/1322/2018** wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :—

"In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29<sup>th</sup> May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner....."

20- Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal and the claimant/workman is not gainfully employed anywhere since after his termination by the Management No. 2. Award is passed accordingly against Management No. 2 M/s Life Line Travels.

Let copy of this Award be sent for publication as required under Section 17 of the Act.

Date : 26.08.2019

AVTAR CHAND DOGRA, Presiding Officer